

THE FIVE COURT HOUSES OF HOOD CO.

There have been a lot of 'courtin'' done in Hood County during the past one hundred years since it was organized. I am not talking about the common, ordinary garden variety which formerly took place in the most part, in private, but I am talking about the kind that takes place in a Court House. To provide a place for such courtin' to take place, Hood County has built four Court Houses before it built the stately stone structure now known as Hood County Court House.

The first Courthouse was a log cabin 16' x 14'. It was built on the site of the present Court House but of course, did not fill as much space. One end faced west and had a fire place in it. The other end faced east, and on the north side was a door and also one on the south side. In this single room all the county officials kept their records -- at least they had the right to do so whether it was physically possible to carry it out or not. This room was also a place where the U. S. mails were received once a week and were distributed. This building was erected in 1867. It did not take very long for everyone to realize this building was totally inadequate. To remedy the situation, as a result of concerted public action, a crudely build semi-rock building was erected on the southeast corner of the square where P. H. Thrash has his feed store now - one story about 25' x 10'. This served as Court House No. 2. In this building many public affairs were conducted, such as holding of courts, meetings of all kinds, religious and otherwise.

The forty acre donation made by the Nutts and Lamberts to the County and surveyed and platted into blocks and lots by Surveyor McCamant, consisted of twenty blocks, including the Court House Square. Lots were placed on sale at several sales but in March of 1871 a special effort for the sale of lots was made. The proceeds of the sale of these lots were set aside as a court house and jail fund.

In 1871, due to the changes demanded and made by the reconstruction government, no provision was made for a County Judge, but the Justice of the Peace in the precinct where the County site was situated became the presiding justice over all the other justices of the peace, all forming a body designated a The Police Court, which served the purpose of Commissioners Court.

Funds building up from the sale of lots and the very urgent need for a larger Court House, the Police Court gave this matter due consideration early in 1871. A contract was entered into with J. W. Anderson to erect a two-story rock court house to be built on the site occupied by the log cabin Court House. This building was to have four rooms separated by walls on the ground floor for the different officers; the upper floor was, at first, a single large court room, but later two jury rooms were partitioned off. This No. 3 Court House was 30' x 30' and without special adornments or embellishments, but it was pointed to with pride by the citizens of the new county, and was of course admired by incoming guests. The cost of this building was about \$10,000. It was paid for partly by the lot fund and partly by taxation. Mr. Anderson accepted several town lots in part payment.

During the years 1873 to 1875, the county was plagued with a rather lawless element. That is not saying it was without these things before and since then. Various crimes were committed, forgeries of land titles were strongly suspected and charged in some instances. On the night of March 5, 1875, the citizens of Cranbury were awakened by an alarm of fire. Both the Court House with all the county's records, including numbers of private deeds and other papers deposited there for recording were largely destroyed. The fire was doubtless of incendiary origin but by whom has never been determined.

"Very soon after the burning of the court house the Police Court took steps for rebuilding, which was perhaps accelerated by a proposition from Capt. Milliken to remove the county site to Thorp Spring, accompanied by some agitation tending to so disturb the friends and property owners of Granbury as to be met by them with a proposition to rebuild the Court House at Granbury without cost to the county. The contract was let in the Spring of 1875. This was Court House No. 4. The contract was let to Evans, Strain & Haney. They rebuilt upon the old foundation and used some of the partially burned walls of the old building. By Nov. 6th the house was presented to and accepted by the court, ready for occupancy. Not long afterwards its walls cracked and had to be supported by iron cross ties and was always a menace till its demolition in 1890, when it was supplanted by the present building No. 5.

In 1889 H. T. Berry was County Judge, J. H. Hiner was County Clerk, B. W. Morris was sheriff and the commissioners were J. B. Sears, N. S. Davis, W. J. Buckworth and John Conway. At a meeting of the Court on August 16, 1889, Commissioners J. B. Sears and N. S. Davis introduced the following resolution: -

"Owing to the exposure of the Public Records and Papers of this county, I believe it to be imperative duty of the Commissioners Court to build a New Court House for the safe keeping and preservation of same, - Therefore be it Resolved, That this court take immediate steps to build a New Court House for Hood County, the work of construction can commence not later than April 1, 1890 - And to this end this Court should take immediate steps to carry out this resolution. Signed - N. V. Navis J. B. Sears.

On August 17th 1889 two actions were taken as follows:- "It is ordered by this Court that at least a majority of this Court make a tour of inspection of several Court Houses in surrounding counties, with a view of assisting said Court in selecting plans, etc. for the new Court House soon to be built for Hood County. Said Court to start from Granbury on Monday the 19th inst. the Court being liable only for the necessary expenses incurred, for which let warrant issue. It is further ordered that this Court meet in special session on September 25, 1889 for the purpose of receiving and adopting plans and specifications for a New Court House for Hood County, and for such other and further business as may be brought before said at that time."

The full court met on September 25 & 26 considering the plans submitted. Then on September 27, 1889 the following action was taken: -

"The Court after due examination of the various plans for a New Court House for Hood County, submitted by the several architects present, is of the opinion that the plan submitted by the Architect, W. C. Dodson of Waco with certain changes therein as made by the Court, is the most suitable plan for a Court House for Hood County.

It is herefore ordered by the Court that the plan of Court House submitted by W. C. Dodson is hereby employed to get up complete plans and specifications for the same in accordance with said plan and specifications in very particular, -and that he be allowed the usual commission of 5% on the contract bid for his services as Architect. Said Court House to be erected in the center of the Public Square in the Town of Granbury.-

And when said Plan and specifications are completed by said Architect the Judge hereof is hereby authorized and ordered to advertise for Contract bids as a whole for erection of said Court House, -the Court reserving the right to reject any or all bids - the time of letting contract to begin the work of constructing said Court House to be arranged by said Judge and Architect."

"It is ordered by the Court, that for the purpose of erecting a suitable building for a Court House for Hood County, J. H. Hiner have lithographed \$50,000.00 bonds in a series of One Hundred Bonds of \$500 each, and that H. T. Berry and J. H. Hiner

be appointed to correspond with various parties to see at what per cent money can be had."

The fall Court met on February 3, 1890 for opening the sealed bids for construction of the New Court House and the following action was taken:-

"It is ordered by the Court that the contract for building and completing said Court House in accordance with said plans and specifications and details be and the same is hereby awarded to Moodie & Ellis Contractors of Greenville, Hunt County, Texas, a firm composed of P. Moodie and J. M. Ellis for the sum of Thirty Eight Thousand, Four Hundred and Forty Dollars (\$38,440.00.) Same being the amount of their said bid. And that the bond of said Moodie & Ellis as principals and R. R. Nyland, J. J. Mathews and I. Popper as sureties for the sum of Fifteen Thousand Dollars conditioned and properly certified to by the County Clerk of Junt County, Texas as to solvency and as per said Advertisement of the Court be and the same is in all things approved and ordered to be recorded on the Minutes of this Court, that the work of building said Court House commence on or by the first day of April, 1890. And that the same be completed, turned over to Hood County and ready for occupancy on or by April 1st 1891 as per contract duly signed and filed with the Clerk of this Court."

Action was taken to rent space for the officers and court until April 1st 1891 and that a record be kept of furniture issued and that the Old Court House and Fence be sold at public or private sale as may seem best. A house was next reported as rented from J. B. Wilson for the officers and an upper story room was rented from John Reichstutter in which to hold court.

February 4, 1890 action was taken authorizing J. H. Hiner to issue \$45,000.00 of Bonds in a series of 90 bonds of \$500 each with interest coupons attached said bonds running not exceeding fifteen years, and redeemable at the pleasure of the county, the interest on said bonds payable annually on the 10th of April annually, said bonds shall be signed by the County Judge, counter signed by the County Clerk and registered by the County Treasurer....

It is further ordered that the other \$5,000. of said Bonds bear interest at 6% and be made payable at the County Treasurer's office of Hood County, Texas in Granbury and shall be invested in the Hood County permanent school fund.

Action was taken that D. C. Cogdell be appointed as Agent for Hood County to sell \$40,000.00 of said bonds, bearing interest at 5%. A brokerage commission of 2% was allowed for selling the bonds. February 12th.

July 25, 1890 the above action was changed from being payable in New York, to be made payable at the Comptroller's office in Austin and that County Clerk, J. H. Hiner was to take these bonds to Austin and together with the tax rolls of Hood County for the year 1890, where he was to make sale of the bonds.

All seemed in order, but evidently when Mr. Hiner arrived in Austin, he ran into difficulties, - evidently he was told that Hood County tax rolls did not show enough income to justify the amount of bonds that had been issued. All this bond business would have to be done over again. Therefore the Commissioners Court met again in special session on August 4th. The Court acted as follows:-

"Because it has been made to appear to this Court that said orders and the bonds issued thereunder are illegal and in excess of the amount of bonds permitted by law to be issued by Hood County for the purpose of building a Court House." Then instructions were given that the bonds issued for \$45,000. be cancelled by the Clerk

of this Court and BURNED here in open court.

The court then took action authorizing issuance of bonds for the sum of \$35,000.00. After again going through all the steps of authorizing, and the other necessary steps, it was found that the \$35,000.00 issue was also illegal; so it was all undone and another "bon fire" was held in open court.

It is now November 14, 1890. There was a repetition of actions and orders repeated on another issuance of bonds, but this time the amount is for \$24,500.00 with a separate issue for \$4,500.00 and the County Judge was authorized to invest \$4,500. of the county school funds in these bonds. George W. Riddle is now the County Judge, and J. H. Henderson is the new sheriff,--changes in office have occurred.

The Court House is shaping up, in less than two months it is supposed to be completed. There are some extra items which must be taken care of by the Court. First there is the matter of furniture for the new building. On February 17, 1891 the court met to examine plans and bids. After examining several bids submitted, that of George D. Barnard & Co., of St. Louis, Mo. was accepted, the consideration being the sum of \$304.31, payable in County Script, interest at 6% running over a period of four years.

On April 9th, 1891, this is nine days after the building is supposed to be completed. This item to be acted upon is an item that is perhaps most remembered by Hood Countians of things connected with the Court House,--it is the Court House Clock. Could it be that the clock was an after thought? Let us notice the action taken-- "This day came to be heard the matter of purchasing a clock for the New Court House, which, being duly considered by the Court that the Clock No. 16 complete as exhibited by S. J. Thrash be purchased at the cost of \$1465.00 (fourteen hundred, sixty-five dollars.) For which bonds were issued to pay for it in installments as follows: \$700.00 each and balance due two and three years respectively. Yes, they purchased "Time" on time.

The day for the acceptance of the New Court House has arrived! But the date is not April 1st.; it is now August 13, 1891 we are not told what happened, but a hint of it is given in the following action that was taken by the Court:

"It is ordered by the Court that Moodie & Ellis Court House contractors be allowed \$4250.36 as balance on original Contract, and \$165.00 on special contract for CLOCK HOUSE...

And it appears to the Court from the report of W. B. Dodson, Architect filed herein that said Court House has been completed as per contract, plans and specifications heretofore entered into by and between the said Contractors and Hood County (except as to time and defective work as is fully set out in said report) and that said House is now tendered to the Court as complete and ready for occupancy. It is therefore ordered by the Court that said House be and the same is hereby accepted and in all things approved. And that said contractors be and they are hereby relieved from the forfeit of \$15.00 per day as stipulated in said Contract for the reason stated in said architectural report. And the said Contractors and the sureties on their Bond as such be and they are hereby released from all further and future liability and said Bond....And that the report of said architect be and the same is hereby accepted."

And now the New Hood County Court House is complete and accepted! But wait a minute, there is more! There are some items not covered by the contract that must now be taken care of, and this was done as follows:- Judge Riddle was authorized to have the court house yard cleared off and to pay for same with proceeds from the sale of

"old Court House furniture," and this he did.

Then there was the matter of a fence around the Court House yard. Remember the old wooden fence around the old court house was sold. August 29, 1891 the Court met to let the contract for an iron fence. After examining several bids submitted, the bid of J. J. Shannon to construct a "Shrunk & Shradge Fence for the sum of \$926.20 was accepted, - to be erected as per plan and contract filed herein and said money to be paid when fence is received by the Court." This order was signed by Judge Riddle, but a new name appears for the County Clerk - that of Phil Jackson, Clerk, by T. H. Hiner, deputy.

On September 17, 1891 the Court House Clock was accepted; and the Court House fence on December 19, 1891. But there was one more final item. The yard had been cleaned up but it had not been leveled and graded. This contract was awarded to S. S. Clark, whose work was accepted and for which he was paid \$125.00. For some old timers it would be of interest to know that S. S. Clark was the father of Louella, Clyde, Paul and Bessie Clark, whom many of you may remember.

During the extensive remodeling program of 1969 when the clock tower was completely removed, rebuilt, clock repaired and replaced, - citizens of Hood County, along with many visitors, had an opportunity to see close at hand the old clock they had heard striking so faithfully through the years. One Old Timer told me that he had got up and looked it is and that it was a Seth Thomas Clock. This was the same "old Clock No. 16" that was installed and accepted September 17, 1891. Long may its huge bell and its long ringed hands bring the hours of the day to the eager ears and eyes that have heard it and looked at it in these many years!

Vance J. Maloney, February 12, 1978.

Hood Co. Population

1890 7614

1900 9146