

CAUSE NO. _____

GARY DAVID BRAY and TEXAS	§	IN THE DISTRICT COURT OF
DIVISION, SONS OF CONFEDERATE	§	
VETERANS, INC.,	§	
	§	
Plaintiffs,	§	
	§	
VS.	§	TRAVIS COUNTY, TEXAS
	§	
GREGORY L. FENVES, in his Capacity	§	
as the President of the UNIVERISTY OF,	§	
TEXAS AT AUSTIN,	§	
	§	
Defendant.	§	___ JUDICIAL DISTRICT

PLAINTIFFS’ ORIGINAL PETITION AND REQUEST FOR TEMPORARY RESTRAINING ORDER AND TEMPORARY/PERMANENT INJUNCTION

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW GARY DAVID BRAY and TEXAS DIVISION, SONS OF CONFEDERATE VETERANS, INC., (collectively, “Plaintiffs”), Plaintiffs herein, who make and file this, their Original Petition and Request for Temporary Restraining Order and Temporary Injunction against GREGORY L. FENVES, in his Capacity as President of the UNIVERSITY OF TEXAS AT AUSTIN (“Defendant”), Defendant herein, and in support whereof would respectfully show unto the Honorable Court as follows:

I.
Discovery Control Plan

1. Discovery in this case should be conducted in accordance with Discovery Level 2 as provided for by Rule 190.3 of the Texas Rules of Civil Procedure.

II.
Parties

2. Plaintiff GARY DAVID BRAY is the Commander of the Texas Division, Sons of Confederate Veterans, Inc. and resides in Texas.

3. Plaintiff TEXAS DIVISION, SONS OF CONFEDERATE VETERANS, INC. is a Division of the Sons of Confederate Veterans, Inc. with its principal office located in Forney, Texas.

4. Defendant GREGORY L. FENVES, is an individual who may be served with process at 110 Inner Campus Driver, Stop G3400, Austin, Texas 78712. Service can be accomplished by personal delivery or through personal delivery to the Vice President of Legal affairs, Ms. Hattie Ohlendorf, Flawn Academic Ctr 4th floor, 2304 Whitis Ave, Austin, Texas 78701.

III.
Jurisdiction and Venue

5. The subject matter in controversy is within the jurisdictional limits of this Court.

6. Venue is proper in Travis County, Texas pursuant to Tex. Civ. Prac. & Rem. Code 15.002(a)(1) in that Travis County, Texas is the county in which all or substantially all of the events or omissions giving rise to the issues in this suit occurred.

IV.
Facts

7. The Sons of Confederate Veterans, Inc., is a non-profit, national organization of descendants of veterans who served in the Confederate army, navy or marine corps. The Texas

Division is a Division of the national organization. Bray is the Commander of the Texas Division, Sons of Confederate Veterans, Inc.

8. Due to the recent racially motivated shootings in South Carolina, there has been an increased amount of orchestrated national hysteria and pressure to remove all memorials symbols and statues of Confederate veterans and the Confederacy in the South.

9. On August 13, 2015, Plaintiffs learned that the Defendant intends to relocate the bronze statues of Presidents Jefferson Davis and Woodrow Wilson from their current location in the University of Texas at Austin's Main Mall where they have stood for 82 years this weekend. Although Defendant has named the Dolph Briscoe Center for American History as the new home for the Davis statue, the exhibit site at the Dolph Briscoe Center for American History is not ready and will not be ready for the Davis statue for another 18 months. A site has not been selected for the Wilson statue. The possibility of irreparable damage to 82 year old statues being moved from their base is very real.

10. The Jefferson Davis and Woodrow Wilson statues were given to the University of Texas at Austin by Confederate veteran Major George Washington Littlefield who founded a \$250,000 trust to erect the Littlefield fountain and the six statues located in the Main Mall of the campus along with the establishment of the Littlefield Fund for Southern History, the funding and construction of a dormitory on campus and his bequeathment of his personal home to the University and a main administration building. As to the statues of Davis and others, Littlefield left discretion on the final placement to a committee, but instructed they should be "giving prominence however to the statues of the men named (Davis being at the very top of a proposed

arch)” A true and correct partial copy of Major Littlefield’s Will is attached hereto as Exhibit A (see page -3- section 6).

Major Littlefield was a former University of Texas at Austin Regent, and the single largest contributor to the University in its early years.

V.
Causes of Action

11. Request for Declaratory Judgment: Pursuant to Tex. Civ. Prac. & Rem. Code §§ 37.003 and 37.004, Plaintiffs seek a declaration from the Court that Defendant’s action in removing the Jefferson Davis and Woodrow Wilson statues from their current location is contrary to law in that it violates Tex. Gov’t Code § 2166 because Defendant has not followed the procedures set forth in the statute.

12. In the alternative, Plaintiffs request a declaration that the Jefferson Davis and Woodrow Wilson statues must remain in their current location based on Major Littlefield’s Will and his gift to the University for the construction of the Littlefield fountain and 6 statues that stand in the Main Mall of the University campus. *See* Exhibit A. Littlefield Family members are in the process of being contacted and may be added as parties.

13. In the alternative, without waiving any of the foregoing, Plaintiffs request a declaration that the Jefferson Davis and Woodrow statues must remain on campus in view of the students and community until such time as the new location in the Dolph Briscoe Center for American History is ready to accept the Davis statue (and a proper place is found for the Wilson

statue) based on Major Littlefield's Will and his gift to the University for the construction of the Littlefield fountain and 6 statues that stand in the Main Mall of the University campus.

VI.

Request for Temporary Restraining Order and Temporary Injunction

14. In light of the above described facts, Plaintiffs seek injunctive relief under Tex. Civ. Prac. & Rem. Code § 65.011(2), which allows for injunctive relief in order to preserve the subject matter of the suit until the suit is resolved by a judgment. Plaintiffs request that this Court immediately enjoin the Defendant from removing the Jefferson Davis and Woodrow Wilson statues from their current location on the University of Texas at Austin. The purpose of a temporary injunction is simply to preserve the status quo until a trial is held on the merits. *PILF Investments, Inc. v. Arlitt*, 940 S.W.2d 255, 258 (Tex. App. --- San Antonio 1997, no writ).

15. Plaintiffs assert a claim for declaratory judgment and permanent injunction against the Defendant. Plaintiffs seek equitable relief in the form of injunctive relief because Plaintiffs have no other remedy to adequately compensate them for the harm being done by Defendant. Thus, Plaintiffs have sufficiently pled a cause of action that will support a request for injunctive relief.

16. In order to be entitled to injunctive relief, Plaintiffs must prove the following: (1) they have a probable right of recovery and (2) that they will suffer probable harm if the injunctive relief is not granted. *State v. Southwestern Bell Tel. Co.*, 526 S.W.2d 526, 528 (Tex. 1975).

17. Starting with the probable right of recovery, Plaintiffs are likely to succeed on the

merits of this lawsuit. It is not necessary at the hearing on the temporary injunction for Plaintiffs to prove they will ultimately prevail, *Sun Oil Co. v. Whitaker*, 424 S.W.2d 216, 218 (Tex. 1968), but only that Plaintiffs are entitled to the preservation of the status quo pending trial on the merits. *Iranian Muslim Org. v. City of San Antonio*, 615 S.W.2d 202, 208 (Tex. 1981).

18. As stated herein, Plaintiffs are likely to succeed on the merits of their claim because Defendant violated Tex. Gov't Code § 2166.5011(b) by unilaterally deciding to relocate the Jefferson Davis and Woodrow Wilson statues without prior approval from the legislature, the Texas Historical Commission, or the State Preservation Board. Section 2166.5011(b) provides as follows:

Notwithstanding any other provision of this code, a monument or memorial may be removed, relocated, or altered only:

- (1) by the legislature;
- (2) by the Texas Historical Commission;
- (3) by the State Preservation Board; or
- (4) as provided in Subsection (c).

Tex. Gov't Code § 2166.5011(b). This provision broadly includes “monuments and memorials” which are defined to include a “statue” that is located on state property and honors a citizen of this state for military or war related service. Tex. Gov't Code § 2166.5011(a) (2). The exception set forth in Subsection (c) of Tex. Gov't Code § 2166.5011 does not apply in that the statues are not being relocated to accommodate construction, repair or improvements to the monument or to the surrounding property.

19. Here, the Jefferson Davis statue qualifies as a monument or memorial. Jefferson

Davis was the Secretary of War under United States President Franklin Pierce and improved the system of fortifications that defended the Texas frontier against hostile Comanche, Kiowa, Apache and other warrior nations. He was a Colonel in a volunteer regiment in the United States Army in Texas in July 1846 before joining Zachary Taylor's army in Mexico. Davis as an officer of the United States Army defended the United States/Texas border from potential invasion. He was the Confederate President, Chief Magistrate, Commander in Chief and Chief Executive of the Confederate States of America which included the Confederate State of Texas. After the war, Davis was asked to be the first president of Texas A&M but he declined. However, he was allowed to select the first president. Jefferson Davis is at the top of the Confederate Heroes' monument on the State Capital in Austin. Davis, though unpardoned and unbowed, preached reconciliation to the post war generation of Southerners. Thus, his statue is a monument and memorial covered by the statute and his case deserves at least as much consideration as Robert E. Lee's statue which was spared removal by Defendant. Further, the Defendant has not obtained approval from the legislature, Texas Historical Commission or the State Preservation Board for the removal or relocation of the statue.

20. Here, the Woodrow Wilson statue qualifies as a monument or memorial. Woodrow Wilson was President of the United States Chief Magistrate, Commander in Chief and Chief Executive of the United States of America from 1913 – 1921 which included the State of Texas. Wilson campaigned in Texas and his most influential and important advisor was Austin's own Colonel Edwin M. House. Most importantly, Wilson was Commander in Chief of all United States military forces, including such forces in Texas, during World War One – the dead

of which the Littlefield Fountain commemorates. Thus, Wilson's statue is a monument and memorial covered by the statute and his case deserves at least as much consideration as fellow Virginian Robert E. Lee's statue which was spared removal by Defendant. Further, the Defendant has not obtained approval from the legislature, Texas Historical Commission or the State Preservation Board for the removal or relocation of the statue.

21. In the alternative, the statues should not be relocated based on the wishes and intent of Major Littlefield in his gift of funds to build the Littlefield fountain and 6 statues in his Will. *See* Exhibit A. In the alternative, the statues should not be removed until the exhibit at the Dolph Briscoe Center is ready (and a proper place for the Wilson statue found) in order to continue their display in accordance with the wishes and intent of Major Littlefield. *Id.* Therefore, Plaintiffs have presented sufficient evidence to support their claim and meet the element of probable right to relief.

22. Next, unless this Honorable Court immediately restrains Defendant, Plaintiffs will suffer probable harm meaning (1) the harm intended by Defendant is immediate, (2) the injury will be irreparable, and (3) there is no adequate remedy at law to give Plaintiffs complete, final and equitable relief. *Harbor Perfusion v. Floyd*, 45 S.W.3d 713, 716 (Tex. App. ---Corpus Christi 2001, no pet.). The prospect of severe damage to 82 year old statues while being moved is very real.

23. More specifically, and in addition to the facts pled herein, Plaintiffs will show the Court the following. The harm to Plaintiffs is imminent because the Defendant has already publically announced the removal of the Jefferson Davis and Woodrow Wilson statues this

week. Further, this imminent harm will cause Plaintiffs irreparable injury in that if the removal of the statue is allowed to go forward, the status quo will be lost and reinstalling the statues in their current location likely impossible. There is the further real threat of irreparable damage in moving 82 year old bronze statues. No harm will result to Defendant if the injunction is granted, and if required Plaintiffs will post a reasonable bond in an amount set by the Court.

24. Accordingly, Plaintiffs have met their burden by establishing each element which must be present before injunctive relief can be granted by this Court, therefore Plaintiffs are entitled to the requested Temporary Restraining Order. Specifically, in order to preserve the status quo during the pendency of this action, Plaintiffs request the Court to enjoin Defendant or any of the University's agents, employees, and anyone acting on the University's behalf from taking any action to remove or relocate the Jefferson Davis and Woodrow Wilson statues from their current location on the University of Texas at Austin's campus, whether by judicial or non-judicial means, until Plaintiffs' claim against Defendant is adjudicated, and Plaintiffs further ask that said restraining order be converted into a temporary injunction. Upon final hearing, Plaintiffs pray that said temporary injunction be converted into a permanent injunction enjoining Defendant or any of the University's agents, employees, and anyone acting on the University's behalf from removing or relocating the Jefferson Davis and Woodrow Wilson statues from their current location on the University of Texas at Austin's campus, whether by judicial or non-judicial means. It is essential that the Court immediately and temporarily restrain Defendant from going forward with the removal or relocation of the statue.

VII.
Attorney's Fees

25. Pursuant to Tex. Civ. Prac. & Rem. Code § 37.009, Plaintiffs pray to recover their reasonable and necessary attorney's fees and costs, as the Court may find equitable and just.

IX.
Conditions Precedent

26. All conditions precedent to Plaintiffs' claim for relief have been performed or have occurred.

X.
Prayer

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that the Defendant be cited according to law to appear and answer herein and that after final trial, Plaintiffs have a judgment entered on the cause of action set forth above, with damages as found by the trier of fact, any pre-post judgment interest, and costs of court, as allowed by law, and that temporary and permanent injunction issue as set forth above.

Plaintiffs pray for an award of their reasonable and necessary attorney's fees and costs, as may be equitable and just.

Plaintiffs pray for such other and further relief, general or special, in law or in equity, to which they may prove themselves to be justly entitled.

Respectfully submitted,

Southern Legal Resource
Center, Inc.
P. O. Box 1235
Black Mountain, NC
28711
828-669-5189 office

828-669-5191 facsimile
kdl@slrc-csa.org
By: _____/S/_____
KIRK DAVID LYONS
TBA# 12743500

ATTORNEY FOR PLAINTIFFS

CERTIFICATE OF SERVICE

The undersigned certifies that on the 14th day of August, 2015 a true and correct copy of the above was mailed or delivered to Counsel for Defendant, Hattie Ohlendorf, 2304 Whitis Ave, Austin, Texas 78701 with proper postage affixed to his office, or sent to them via email to; ypla@austin.utexas.edu or telephonic document transfer

_____/S/_____

CAUSE NO. _____

**GARY DAVID BRAY and TEXAS
DIVISION, SONS OF CONFEDERATE
VETERANS, INC.,**

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IN THE DISTRICT COURT OF

Plaintiffs,

VS.

TRAVIS COUNTY, TEXAS

**GREGORY L. FENVES, in his Capacity
as the President of the UNIVERISTY OF,
TEXAS AT AUSTIN,**

Defendant.

____ JUDICIAL DISTRICT

VERIFICATION

**STATE OF TEXAS §
§
COUNTY OF TRAVIS §**

BEFORE ME, the undersigned Notary Public for the State of Texas, personally appeared Gary David Bray, known to me to the be person whose name is subscribed to this instrument, and who by me being duly sworn, did depose and state as follows:

My name is Gary David Bray and I am one of the Plaintiffs in the instant suit. I have read the foregoing Plaintiffs' Original Petition and Request for Temporary Restraining Order and Temporary Injunction, I am over the age of eighteen, have never been convicted of a felony or a crime of moral turpitude, I have personal knowledge of the statements made herein, and they are all true and correct save where based on information and belief wherein I believe them to be true.

Gary David Bray
GARY DAVID BRAY

SUBSCRIBED AND SWORN TO BEFORE ME on this the *14* day of August, 2015, to certify which witness my hand and seal of office.

Jennifer Clark
Notary Public, State of Texas
My Commission expires:



Ex A



OFFICE OF THE VICE PRESIDENT AND CHIEF FINANCIAL OFFICER
THE UNIVERSITY OF TEXAS AT AUSTIN

P.O. Box 8179 • Austin, Texas 78713-8179 • 512-471-1422 • FAX 512-471-7742

July 24, 2015

VIA E-MAIL

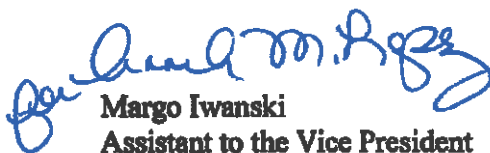
RE: OPEN RECORDS REQUEST – George W. Littlefield Bequest

Dear Requestor:

This is in final response to your Open Records Request submitted to The University of Texas at Austin via email on July 13, 2015. You requested that The University provide you with copies of documents pertaining to the institution of the George W. Littlefield bequest. Specifically requested were documents and agreements pertaining to the monuments and markers placed on the UT Austin campus and any stipulations around the position of monuments on campus, their care, maintenance and display.

Enclosed please find the information you requested. You may contact Ms. Annela Lopez directly at (512) 471-8300 if you require any further assistance.

Sincerely,


Margo Iwanski
Assistant to the Vice President

MI:btw
Enclosure

Laura - FYI

Davis onian

Probate # 5220.
THE ESTATE OF GEORGE W.
LITTLEFIELD, DECEASED.

IN THE COUNTY COURT OF TRAVIS COUNTY,
TEXAS, IN PROBATE, JANUARY TERM, 1921.

APPLICATION. Filed Nov. 20, 1920. Rec. Vol. 45, page 117.

Now come your petitioners H. A. Wroc, who resides in Travis County, Texas, Whitfield Harral, who resides in Dallas County, Texas, and J. P. White, who resides in Chavos County, New Mexico, and respectfully represents to the Court that George W. Littlefield is dead; that he died on or about the 10th day of November, 1920, at Austin, in the County of Travis, and State of Texas; that said deceased at the time of his death was a resident of the County of Travis, and in the State of Texas. That at the time of his death the said George W. Littlefield was seized and possessed of real and personal property of the probable value of \$2,000,000.00 and left a written will, duly executed consisting of an original will and a first and second codicil thereto, each of which are herewith filed, in which your petitioners were appointed joint executors. That your petitioners nor either of them, are not disqualified by law from accepting letters testamentary. Wherefore your petitioners pray the Court that citation be issued to all parties interested in said estate as required by law, that said will be admitted to probate, that letters testamentary be issued to your petitioners and that such other and further orders be made as to the Court may seem proper.

NOTICE OF APPLICATION. Issued Nov. 20, 1920. Rec. Prob. Min. Vol. 45, pages 118-119. Returned showing posting at three public places in county, one of which was at Court House door, etc. Citation issued same day, recorded same book and page, returned showing publication Nov. 22 & 29, and Dec. 6, 13, 20 & 27 in Austin Statesman; as also shown by Affid. of Althea Jones, Agt. made Dec. 29, 1920.

WILL OF GEORGE W. LITTLEFIELD. Filed Nov. 20, 1920. Rec. Prob. Min. Vol. 45, pages 87 et seq.

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS:

That I, GEORGE W. LITTLEFIELD of the County of Travis and State of Texas, being of sound and disposing mind and memory, do make and publish this my last will and testament, hereby revoking all wills by me at any time heretofore made, it being my wish, however, that should this will for any reason fail to take effect, the will written by me on the 17th day of February, 1912 shall take effect and be carried out as my will, and in the event both this will and the one dated February 17th, 1912, should for any reason fail to take effect, that the will executed by me on the 20th day of April, 1911 shall take effect and be carried out as my will, that is, that the revocation of said wills heretofore executed shall be conditional upon this will being probated. By the use of the words "fail to take effect" I do not mean a partial failure.

1. I direct that all my just debts shall be paid as soon after my

for the purpose of preparation of a History of the United States, and the entire sum to be used and expended, so far as is deemed necessary or desirable by said board of trustees in the preparation and publication of a History of the United States with the plain facts concerning the South and Her acts since the foundation of the Government, especially since 1860, fairly stated in order that the children of the south may be truthfully taught and persons maturing since 1860 may be given the opportunity to inform themselves correctly concerning the south and especially of the Southern Confederacy. It is my desire that the said board shall publish and sell said history on such terms and for such price as the majority may deem best, and that proceeds of such sales and such portion of the said money as may remain shall be invested by said board in income bearing property, and the income used to establish and maintain a chair of American History in the University of Texas. The said board shall be composed of the persons who occupy said positions and as each vacates his office, his successor shall take his place on said board. Should the position of H. A. Wroe become vacant, same shall be filled by vote of a majority of the remaining trustees. Said board shall have full authority to invest all or any part of said sum, to collect and receipt for same, and re-invest same as in their discretion seems best, and in general is given full authority to do all things reasonably necessary or desirable to carry out the purpose of this gift, including such dominion over any property belonging to said trust as I could exercise if living and not inconsistent with the purpose of this gift.

6. I give and direct my executors hereinafter named to pay to Will C. Hogg of Houston, Texas, H. A. Wroe, of Austin, Texas, and the person who occupies the position of President of the University of Texas as trustees the sum of two hundred thousand dollars (\$200,000.00) said committee to use said sum or so much thereof as may be necessary to erect a massive bronze arch over the south entrance to the campus of the University of Texas, in Austin, Texas. On the top of the arch I wish them to place a life size statue of Jefferson Davis, the President of the Southern Confederacy, to his right and below him I wish them to place a life size statue of General Robert E. Lee, Commander of the Army of Virginia, to the left of President Davis and below him and opposite the statue of General Lee, I wish them to place a life size statue of General Albert Sidney Johnston, Commander of the Army of Tennessee. Under General Lee I wish them to place a statue of John L. Reagan, Postmaster General of the Confederacy, and below the statue of General Johnston a statue of James S. Hogg, the peoples' governor of Texas. The space in the center between the two drive-ways can be filled as the committee deems best. I desire the arch lettered as follows: under the statue of Jefferson Davis, the following: "President of the Confederate States of America"; under the

(continued)

statue of General Lee, "Commander of the Army of Virginia"; under the statue of General Johnston "Commander of the Army of Tennessee"; under the statue of Mr. Reagan: "Postmaster General of the Confederacy"; under the statue of Governor Hogg: "The Peoples' Governor of Texas" and at some prominent place the following "This arch built and donated to the University of Texas by George W. Littlefield". The arrangement given here is suggested to the committee as being the best; however, they are authorized to change it or the design suggested if they wish, giving prominence however to the statues of the men named above. I believe the work of constructing said arch should not begin earlier than three years after the termination of the present war with Germany unless prices of material are reduced to a fair level prior to that time. This is left, however, to the discretion of the committee herein appointed to construct said arch, they being authorized if they deem best, to commence work of construction at any time. Any excess of money over the amount used to construct such arch shall be returned to my executors and the body of my estate.

7. I give and direct my executors to pay to the persons who are President of the University of Texas, the person who is the member of the Building Committee of the Regents of said University residing in Austin, and H. A. Wroe of Austin, Texas, as trustees the sum of two hundred and fifty thousand dollars (\$250,000.00) same to be expended in the construction of a girls' dormitory on lots one (1) and two (2) in Block 3 Whitis Addition to the City of Austin, Texas, being the lots owned by me immediately east of my present home, said building to be of first class finish and construction. The said lots and building shall be donated and conveyed to the University of Texas by my executors as a memorial to my wife, Mrs. Alice P. Littlefield, and it shall be known as the Alice Littlefield dormitory. I believe that work of construction of said dormitory should not begin earlier than two years after the termination of the present war with Germany unless prices of material are reduced to a fair level prior to that time. This is left, however, to the discretion of the committee herein appointed to construct said building, they being authorized if they deem best to commence work at any time. If any part of said sum remain after completion of said building, same may be expended for furnishing same. It is my intention to devise said lots to said University with building thereon as aforesaid, subject to reversion as herein provided for, such intention to be effectuated as herein set forth. This dormitory is to be used to accommodate the Freshman class of Young Women entering the University as they need assistance and protection more than girls who have been in University before them. Girls of other classes may be given accommodations, but those of the Freshman class shall have preference until all desiring rooms have them. After said building is completed said trustees shall execute and deliver to the Board of Regents of the University of Texas a deed conveying

(continued)

said lots and improvements to the University of Texas or to the State of Texas for the use of the University such deed to provide that the property shall revert to my estate if the Main University shall within 21 years after my death be changed from its present location near my home in Austin, Texas. Such deed shall state that branches of the University may be established and maintained elsewhere and that if sufficient ground for construction of buildings cannot be secured in the present location, such ground may be secured or used elsewhere in Austin, Texas, but that the present campus or any available ground in the neighborhood thereof must be utilized so far as is consistent with the space available before any buildings for the Main University are constructed elsewhere on penalty of such reversion. If for any reason said lots cannot be used for said purpose, then it is my desire that my executors purchase with other funds of my estate suitable lots near my house, same to be used for construction of said dormitory.

8. In case my wife, Alice P. Littlefield survives me, I direct that my executors as soon as convenient sell so much of my personal property as may be necessary to pay all my just debts, the sums herein provided for and retain ample property or money to make the annual and other payments hereinbefore provided for and all probable expenses. In such case, I give, devise and bequeath to my wife all the residue of my property, real, personal and mixed. In such case, it is my desire that my executors hereinafter named shall if agreeable to my wife act as her agents and manage the property belonging to her and operate her interest in the Yellow House Ranch, J. P. White of Roswell, New Mexico, to act as manager at the salary fixed in another portion of this will. It is also my wish that should it ever be necessary to have guardians of her person or estate appointed, that said J. P. White, H. A. Wroe of Austin, Texas, and Dr. Whitfield Harral of Dallas, Texas, be appointed as joint guardians of her person and estate or either as the case may be.

9. I hereby appoint, designate and constitute H. A. Wroe of Austin, Texas, J. P. White of Roswell, New Mexico and Dr. Whitfield Harral of Dallas, Texas the sole executors of this my last will and testament, and I hereby provide that no action shall be had in the County Court or other Court of Probate in this or any other state in relation to the settlement or administration of my estate other than the probating of this will and the return of an inventory, appraisement and list of claims of my estate. I further direct that no bond or other security shall be required of my executors or any of them in such capacity. The above provisions as to bond and as to action of the probate court shall apply in full force to all trustees named herein and especially to those provisions of this will naming as Trustees the same persons who are herein named as executors. Such executors shall receive \$3000.00 each per year as full compensation for their services, such payment to be in lieu of all compensation fee or commission provided by law.

(continued)

24. I give, devise and bequeath to Mrs. Georgia Cole, of Wilson County, Texas, one hundred and forty thousand dollars (\$140000.00).
25. I give, devise and bequeath to Ida W. Walker of Gonzales, Texas, the sum of one hundred and forty thousand dollars (\$140000.00).
26. I give, devise and bequeath to Mildred F. Boone during her natural life the house and lots in Roswell, New Mexico, she now occupies as a home; It is my intention to limit her right to the possession, use and enjoyment of said property during her natural life with remainder to her descendants.
27. I give, devise and bequeath to Dr. Whitfield Harral of Dallas, Texas, all stock and notes of the Pierce Oil Company and all stock of the Southwestern Life Insurance Company owned by me at the time of my death, same to be in addition to other gifts to him.
28. I give, devise and bequeath to Ed. Rhodas Littlefield Wroe, of Austin, Texas, the east half of Block one (1) in White's Addition to the City of Austin, Texas, being my present home, together with all furniture and household goods of every character therein.
29. I give and bequeath to my grandniece, Elizabeth Wroe, the sum of twenty thousand dollars (\$20000.00) same to be given to her by my executors within one year after my death.
30. I have subscribed \$40000.00 to the building of the Jefferson Davis monument on the Jefferson Davis homestead at Fairview, Kentucky. That amount has been paid. If the directors charged with constructing this monument shall raise twenty thousand dollars after the date of this will to finish this monument, then I direct my executors to pay said directors for said purpose an additional sum of \$10000.00 if needed to finish same.
31. I desire that my executors shall expend the sum of fifteen thousand dollars out of my estate for a suitable monument on my lot in the cemetery in Austin when my wife and I shall be buried.
32. It is my desire that my executors shall operate my interest in the Yellow House Ranch in Hockley and Lamb Counties, Texas for five years after the conclusion of the present war with Germany or five years after my death should war be concluded before my death. Provided that in no event shall such operation continue longer than eight years after my death. It is my wish that J. P. White shall act as manager of the said ranch under the direction of the said executors and that he shall make full reports to the executors annually or oftener as desired. After the expiration of the period above fixed my executors shall sell all the land belonging to me and not herein disposed of and all my interest in the cattle, horses, stock, animals, implements, property and equipment of every character on said ranch. One million dollars of the proceeds of the sale of such land and other property and all property not otherwise disposed of shall be donated to the Board of Regents of the University of Texas to be used for the construction of a main building for the said University, same to

(continued)

be constructed on the campus now used and occupied by the said University and nowhere else.

If the University shall before that time have constructed or provided for the construction of a main building, then such sum may be used by said Board of Regents for the construction of one or two other buildings all to be constructed on said campus now occupied and nowhere else. This gift is made on condition that the Board of Regents shall pass a resolution that the location of the University shall not be removed from its present position in the City of Austin, Texas. But such resolution shall state that it is to be understood that branches of the University may be maintained or established elsewhere, but that the main University shall remain at its present location, and that if sufficient ground cannot be secured in the immediate neighborhood of said campus for construction of buildings for said University such ground may be secured elsewhere in the City of Austin, Texas, but that the present campus or available ground in the neighborhood shall be utilized so far as is consistent with the space there available before any buildings are constructed elsewhere. It is understood that such a resolution on the part of the Regents would probably not be binding, but I believe that if they pass such a resolution and accept this gift, their successors and the people of this state would feel themselves morally bound thereby.

33. All the residue of my property shall be divided among the various legatees and devisees under this will in the following manner; my executors shall estimate the cash value at the time of my death of each devise, gift and bequest herein made, the value of estates for life, remainders and similar interests to be estimated on the basis of the actuaries combined experience tables at four per cent interest compounded annually, except that when property is left to a trustee or trustees and remainder shall not be figured separately, but legacies and devises to trustees shall be figured at the value of the property left to such trustees at the time of my death, and the additional money passing to such trust property under this section of this will shall be added to the trust estate and be used and disposed of and pass as is the other property given to such trustees hereunder. When such cash value has been estimated for each legatee, devisee, trustee or trustees or beneficiary under this will the entire residue of the property of my estate shall be divided among such devisees, legatees, and trustees, each to receive such proportion thereof, as such estimated value of his, her, its or their gift, legacy or devise bears to the total of the estimated values of all gifts, legacies and devises hereunder.

My servant Nathan Littlefield Stokes is excepted from the operation of this section of this will and shall receive nothing hereunder. In case Mildred F. Boone be living when such division of such residue is made no estimate of the value of the remainder herein created of

(continued)

effect, but should I survive my wife, then the whole of this codicil shall take effect. Paragraphs thirty-one of my said will provides for erection of monument on my cemetery lot. Should my wife survive me, this provision of my will is inoperative, but I suggest to her that she have my wishes in this matter carried out. This is only a request and she can do as she likes.

Except as modified by this codicil the said will of date July 1st, 1918, shall remain in full force and effect.

The word "of" is interlined in the line before the last on page four hereof. There are no other interlineations herein.

Signed by me, the said George W. Littlefield on this the 14th day of October, A. D. 1919 in the presence of Sam Harlan and R. C. Roberdeau whom I have requested to attest this codicil as witnesses.

(Signed) George W. Littlefield.

The above and foregoing codicil covering this and four other pages was signed by the testator George W. Littlefield, in our presence, and we, at his request, in his presence and in the presence of each other, hereby attest the same on this the 14th day of October A. D. 1919.

(Signed) Sam Harlan,
R. C. Roberdeau.

CODICIL NUMBER TWO

★ STATE OF TEXAS }
COUNTY OF TRAVIS }

KNOW ALL MEN BY THESE PRESENTS: That I, George W. Littlefield, of Austin, Texas, do make, declare and publish this my second codicil to my will of date July 1st, 1918.

1. I direct and it is my will that the gift of two hundred thousand dollars to Will C. Hogg, H. A. Wroe and the person who occupies the position of president of the University of Texas as trustees to erect a bronze arch provided for in paragraph six (6) of my said will shall be increased to the sum of two hundred and fifty thousand dollars (\$250,000.00), the other provisions of said paragraph to remain unaffected. It appears that it will take several years to plan and erect this arch, and I am now contemplating making a contract for the commencement of the work before my death. Should I do this, and should I die before this arch is completed it is my desire and I direct that the trustees shall proceed to carry out the said contract and this whether there are different persons acting as trustees or not. I direct that all payments that have been made by me before my death shall be deducted from said sum of two hundred and fifty thousand dollars (\$250,000.00), and the balance paid by my executors to said trustees under said paragraph. My executors need not pay the full balance at one time but may pay portions thereof from time to time as needed.

(continued)

New Mexico, during his natural life with remainder to his wife and children the twenty three acres of land near Roswell, New Mexico upon which said Edgar Herral now lives including the house and all improvements thereon, and lot number one (1) in Block number thirty (30) of the town of Littlefield, Lamb County, Texas, together with all improvements thereon, the same being the banking house in said city owned by me and occupied by the Littlefield State Bank, the rights of said Edgar Herral therein to be limited to the use, revenues, and enjoyment during his natural life. After his death said property shall vest in his wife and children share and share alike. I further give, devise and bequeath to said Edgar Herral the sum of one hundred thousand dollars (\$100,000.00).

7. It is my will and I direct that paragraph seventeen (17) of my said will as modified by paragraph seven (7) of the first codicil therein shall be given no effect and the same is hereby revoked and held for naught and the following is substituted therefor:

17. I give, devise, and bequeath to my niece Mrs. Edna Malone, wife of Ross Malone of Austin, Travis County, Texas, the sum of one hundred and forty thousand dollars (\$140,000.00) in cash, and said sum of one hundred and forty thousand dollars (\$140,000.00) shall constitute the total and entire amount that the said Mrs. Edna Malone shall receive under my will and the codicils thereto.

8. I have provided in paragraph thirty (30) of my said will as modified by paragraph XII of my said first codicil thereto that my executors shall pay to the directors charged with constructing the Jefferson Davis monument the sum of two thousand dollars (\$2,000.00). This amount is to be paid when such directors certify that sufficient funds have been secured to finish said monument when expended in connection with said sum of two thousand dollars (\$2,000.00). Should they fail to so certify within four years of my death, then this gift shall lapse and be of no further effect.

9. I give, devise, and bequeath to Miss Ruth Key, the daughter of J. R. Key of Lampasas, Texas, the sum of twenty-five thousand dollars (\$25,000.00). This bequest is conditional upon Miss Key remaining with my wife Alice P. Littlefield and with me and helping care for us until our deaths. If she shall fail to remain with us until each of us are dead then this bequest shall lapse and be given no further effect.

10. In paragraph seven (7) of my said will I provide for the construction of a girls dormitory on the lots East of my present home. It is my wish that such dormitory shall be large enough to comfortably accommodate one hundred and fifty girls. Should the sum provided for in said paragraph seven be not sufficient to build such a building as is provided for in said paragraph and as modified herein, then I direct that my executors shall pay to said trustees an additional fifty thousand dollars (\$50,000.00) or so much thereof as may be necessary to add to the original amount to construct such a dormitory. The decision as to whether additional money is needed to

(continued) 83

construct such a dormitory as I desire built on said lots shall be left to a majority of the trustees named in said paragraph seven of said will, and their decision shall be final and upon their certifying that they need additional money not to exceed fifty thousand dollars (\$50,000.00), my executors shall pay the same to them out of the property of my estate. The decision as to whether such additional money is needed may be left until the building is finished if deemed best by said trustees and by my executors by unanimous vote of all.

In paragraph twenty eight (28) of my said will I devise to Ed Rhodes Littlefield Wroe of Austin, Texas, the East one-half of Block One (1) in Whitis Addition to the City of Austin, Texas, being my present home, together with all furniture and household goods of every character therein. It is my desire and I direct that said paragraph twenty-eight (28) of my said will, dated the first day of July, A. D. 1918, be so amended that the University of Texas be substituted in place of the said Ed Rhodes Littlefield Wroe, of Austin, Texas, so that said paragraph twenty-eight (28) shall hereafter read as follows:

★ "28: I give, devise and bequeath to the University of Texas at Austin, Texas, the East one-half of Block One (1) in Whitis Addition to the City of Austin, Texas, being my present home, together with the improvements thereon situated; but not to include the furniture and household goods therein; but said property shall not pass to the University of Texas, nor be turned over to said University of Texas until after the death of my beloved wife. It is my desire that the furniture and household goods which may be in my home at the death of my wife shall be handled and disposed of for the benefit of my estate by the executors to my will, H. A. Wroe, Dr. Whitfield Harral and J. P. White, as they may deem best and proper.

11. I have named H. A. Wroe, J. P. White and Dr. Whitfield Harral as executors of my will and to act as trustees when their duties as executors are ended, should any of said persons die, or fail or refuse to qualify and act as such executor and trustee then the two others acting with the judge of the District Court of Travis County, Texas, for the 53rd Judicial District shall, by majority vote, name some person to take the place of the one so dying, or failing or refusing. Should more than one of said named persons die or refuse or fail from any cause to so qualify and act, then substitutes for them shall be named by the person who is judge of said District Court of Travis County, Texas, and the person who is presiding judge of the Supreme Court of Texas, or if he, for any reason, does not act, any associate justice of the Supreme Court of Texas acting with the one of said named persons, if any, who does qualify and act. In the event substitutes are so appointed and later vacancies occur, they shall be filled in like manner. The agreement of two men shall be necessary to name such a substitute. Should any other

(continued)

of a part of a paragraph shall not affect the remainder unless such intention clearly appears.

16. It is my desire and I hereby declare that paragraph twenty-nine (29) of my said will executed on the first day of July A. D. 1918, is hereby revoked and held for naught and that the following shall be substituted in lieu thereof:

"I give, devise, and bequeath to my grand niece Elizabeth Wroe and to my great Nephew Ed Rhodes Littlefield Wroe the sum of Twenty Thousand Dollars (\$ 20,000.00) each; the same to be given to her and him by my executors within one year after my death; this in addition to the other gifts and legacies provided for in my will and the codicils thereto in favor of said Elizabeth Wroe and Ed Rhodes Littlefield Wroe.

17. It is my will and I direct and I hereby bequeath to H. A. Wroe, father of Elizabeth Wroe and Ed Rhodes Littlefield Wroe in his own name and right, the sum of twenty thousand Dollars (\$20,000.00), in addition to the gifts and legacies heretofore given him in paragraph thirteen (13) of the codicil executed on the 14th day of October, A. D. 1919.

18. It is my will and I direct that paragraph twenty-seven (27) of my will dated the first day of July A. D. 1918 be hereinafter held for naught and revoked and that the following shall be substituted in lieu thereof.

"I give, devise and bequeath to Dr. Whitfield Harral of Dallas, Texas, all stock of the Southwestern Life Insurance Company owned by me at the time of my death, and a sufficient sum of money in cash when added to an amount equal to the book value of said stock to make the total sum of one hundred and eighty thousand dollars (\$180,000.00); which said sum of one hundred and eighty thousand dollars (\$180,000.00) shall constitute the entire and total amount which the said Dr. Whitfield Harral shall receive and take under my said will and the codicils thereto.

★ 19. It is my desire that the following clause in Section 32 of my will dated July 1st, 1918, to-wit: "One million dollars of the proceeds of the sale of such lands and other property and of the property not otherwise disposed of shall be donated to the Board of Regents of the University of Texas to be used for the construction of a Main Building for the said University same to be constructed on the campus now used and occupied by the said University and nowhere else." shall be and the same is hereby revoked and I hereby direct that the said University of Texas shall be the residuary legatee of my estate only, and that after all legacies and devises provided for are delivered to other parties as stated in my will, and all the expenses and taxes as provided for in my will have been satisfied and disposed of in the manner as provided for in my said will and the codicils thereto, then all other property of my estate, not so disposed of, I hereby given

(continued)

and bequeath to the Board of Regents of the University of Texas to be used by them for the construction of a main building for said University, same to be constructed on the campus now used by the said University and nowhere else; provided that the amount of the property to be given to the University of Texas as residuary legatee under my said will, shall not, in any event, exceed the sum of Five Hundred Thousand Dollars (\$500,000.00).

20. I hereby give unto my executors full power and authority to employ such attorneys and such clerical help as to them may be deemed necessary, the persons to be employed to be left to their discretion and judgment, concerning the handling and administration of my estate, the expenses therefor to be paid out of my estate; I also direct that all taxes and expenses of whatsoever character shall be paid out of my estate, that is, that none of the legacies provided for in my said will and the codicils shall bear any portion or the burden of any and all expenses connected with my estate or the taxes that may be due thereon.

This codicil to my will, together with the original will and the other codicils thereto, while in separate documents from the will and codicils of my wife, Alice P. Littlefield are simultaneously made with a view to the common good of our entire community estate, and it is my desire and has been my intention at the making of the same that they shall be construed together with the will and codicils thereto of my wife, which I have seen, and are here referred to and made a part hereof as though written herein word for word; that is, it is my intention and desire that the will and codicils of my wife and my will and the codicils thereto shall be construed as one joint instrument and will.

Signed by me; the said George W. Littlefield, at Austin, Texas, on this the 9th day of November, A. D. 1920, in the presence of Mrs. Lillie C. Eugene Payne and Nannie Z. Huddle, whom I have requested to attest this codicil as witnesses.

Geo. W. Littlefield.

The above and foregoing codicil covering this and nine other pages was signed by the testator, George W. Littlefield in our presence, and we at his request, in his presence, and in the presence of each other, hereby attest the same on this the 9th day of November A. D. 1920.

Mrs. Lillie C. Eugene Payne

Nannie Z. Huddle.

(continued)

CAUSE NO.

GARY DAVID BRAY and TEXAS	§	IN THE DISTRICT COURT OF
DIVISION, SONS OF CONFEDERATE	§	
VETERANS, INC.,	§	
	§	
Plaintiffs,	§	
	§	
VS.	§	TRAVIS COUNTY, TEXAS
	§	
GREGORY L. FENVES, in his Capacity	§	
as the President of the UNIVERISTY OF,	§	
TEXAS AT AUSTIN,	§	
	§	
Defendant.	§	____JUDICIAL DISTRICT

ORDER GRANTING TEMPORARY RESTRAINING ORDER

ON THIS DAY CAME TO BE HEARD the request for injunctive relief filed herein by GARY DAVID BRAY and TEXAS DIVISION, SONS OF CONFEDERATE VETERANS, INC. (collectively, "Plaintiffs"), Plaintiffs herein. Plaintiffs have filed a duly verified Original Petition and Request for Temporary Restraining Order and Temporary Injunction and, in connection therewith, have presented a request for temporary restraining order, as set forth in their Petition.

It clearly appears from the facts set forth in their verified Original Petition and Request for Temporary Restraining Order and Temporary Injunction that unless GREGORY L. FENVES, in his Capacity as the President of the UNIVERSITY OF TEXAS AT AUSTIN, Defendant herein, is immediately restrained from removing or relocating the Jefferson Davis and Woodrow Wilson statues on the University of Texas at Austin campus from their current location in the Main Mall that Defendant will commit

the foregoing acts before notice can be given and a hearing is had on Plaintiffs' request for temporary injunction, and that if the commission of these acts is not restrained immediately, Plaintiffs will suffer irreparable injury because they the Jefferson Davis and Woodrow statues will be removed or relocated without the benefit of having a court of law adjudicate their claim that the Defendant's removal or relocation of the statues is improper.

IT IS THEREFORE ORDERED that Defendant in this cause, and any of the University's agents, employees, and anyone acting on the University's behest and subject to its control, be and hereby are commanded forthwith to desist and refrain from directly or indirectly taking any steps to remove or relocate the Jefferson Davis and Woodrow Wilson statues currently located on the University of Texas at Austin campus in the Main Mall, whether by judicial or non-judicial means, from the date of entry of this Order until and to the fourteenth (14th) day after entry of this Order or until further Order of this Court.

IT IS FURTHER ORDERED that Plaintiffs' Original Petition and Request for Temporary Restraining Order and Temporary Injunction be heard in the District Court of Travis County, Texas on August ____, 2015, commencing at o'clock ____.m., in the Travis County Courthouse. IT IS FURTHER ORDERED Defendant appear on the __ day of August, 2015 at said time, to show cause, if any there may be, why a Temporary Injunction should not be issued as requested by Plaintiffs.

The Clerk of the above-entitled Court shall forthwith on the filing by Plaintiffs of the bond hereinafter required, and on approving the same according to the law, issue a Temporary Restraining Order in conformity with the law and the terms of this Order.

This Order shall not be effective unless and until Plaintiffs execute and file with the Clerk a bond in conformity with the law, in the amount of _____ and 00/100 Dollars (\$_____).

SIGNED on this the ___ day of August, 2015, at ___ o'clock __.m.

Judge Presiding