J S Gibson vs the Republic

The claim of Judge Gibson is for pay as Capt of Marines from the date of his discharge by the Secretary of the Navy up to the Expiration of the term of his original enlistment as in the regular Army of Texas. It is not founded upon a claim for actual services rendered in the Navy or supplies furnished or any thing which the Courts constituted to adjust such demands have failed to render an equitable remuneration: But it is based, if I understand aright, upon the last clause of the 7th Article of an act for establishing Rules and Articles for the government of the Armies of the Republic of Texas. It is wholly unnecessary at this time to discuss the intent or application of that Article. It is evident from all rules and principles of legitimate construction that the applicant if wrongfully dismissed from the Service had his remedy by appeal to a Court Martial to enjoin the order of his dismissal; which last would have been imperative and doubtless his rights have been protected and justice subserved. If he failed to demand his remedy or if he demanded it and his rights were supposed to be granted without referring his Case to a Court Martial, in either Case he has no remedy in this Court. By reference, however, to the War Department & the General Land Office — it will be perceived the Applicant received his full quota of pay for all services rendered by him and his full quota of lands for his enlistment in the Service of the Republic of Texas. The ground has been taken that he was transferred from the Army to the Navy a long time before the expiration of his original enlistment — and that it would be a violation of the Terms of his original enlistment to deny him the benefit of the law under which he enlisted. Under some Circumstances this argument might very properly prevail; but, when the transfer was made by his voluntary act, & with a prospect of a speedy promotion in a different service, he thereby subjected himself to the rules and regulations of the service he then entered.