

IN THE MATTER: OF APPROVING ALL ACCOUNTS:

On this the 11th day of March AD 1929 came on to be considered to allow all accounts listed in the Counts allowed, the County judge put the motion before the Court with the request that as favored said motion to vote AYE and those opposed to vote NO. Wilson made a motion seconded by Harvey to allow all accounts the judge put the motion before the Court he declared the motion carried and the order passed.

444

IN THE MATTER OF J. T. LEFTWICH MONTHLY REPORT Tax Collector

On this the 11th day of March AD 1929 came on to be considered the report of J. T. Leftwich Tax Collector Titus County, Texas, after checking and examining the same and ascertaining that said report is in due form and correct commissioner Wilbanks made a motion seconded by Commissioner Harvey that said report be approved County Judge put the motion before the Court with as many as favored said motion to vote AYE and those opposed to vote NO all being present and voting in the affirmative and the County Judge declared the motion carried and the report approved.

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 appointing  
 IN THE MATTER OF a Jury of review:

On this the 11th day of March AD 1929 came on to be considered by the Commissioners Court of Titus County, Texas, appointing a Jury of review The commissioners Court do this day appoint the following jury of review to secure 200 foot of right of way for public highway and building purposes said highway beginning at Southern Limits of City of Mt. Pleasant, and extending to end of County or Cypress bridge, Chas T. Wofford Cockville Jim Cameron Mt. Pleasant, Texas, Pole Ervin Mt. Pleasant, Texas, Garland Lawrence Winfield Texas, SR 1 J. W. Thomas, Winfield Texas. R.R. 2 Motion by Wilson and seconded by Bowden County Attorney proceed at once to issue all orders of appointments and put them in hands of sheriff as the law direct Art 6707. County Attorney is empowered to appoint any attorney to assist him of necessary fees for same to be agreed upon by the Commissioners Court.

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 IN THE MATTER OF REPORT OF THOS Y. PICKETT SPECIAL AUDITORS REPORT.

On this the 11th day of March AD 1929 came on to be considered by the Commissioners Court of Titus County Texas, The Report of Thos Y. Pickett & Co of Dallas containing special auditors report was made before the Court and thier account for \$750.00m for audit of County Books from Jan 1, 1925, to Dec 31, 1928, a period of four years was allowed said report was ordered filed with Co Clerk and was so done. Special attention was called to their report Page 8 the annual requirements to meet interest on Road Bonds at present on \$88,273.40 the amount that will be due 1936, will be \$120,660 and warns, the County to be prepared to meet this requirements by a yearly tax levy \$1.70 Page 9 we recommend a program of rigid economy close counting of all expenditures and a virgous campaign to collect delinquent and insolvent taxes.

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 IN THE MATTER OF PAYING ONE THIRD OF CITY MAP

On this the 11th day of March AD 1929 came on to be considered in paying one third for city map which is \$500.00 to pay Geo G. Ehrenborg \$300.00 motion by Wilson seconded by Harvey to pay same. the County put the motion before the Court as many as favored said order to vote AYE and those opposed to vote NO all commissioners being present and voting in the affirmative and the county judge declared the motion carried and the order passed.

## APPLICATION FOR NEW ROAD

THE STATE OF TEXAS )  
 COUNTY OF TITUS..... )

TO THE HONORABLE COMMISSIONERS COURT OF SAID COUNTY:

The undersigned Freeholders in pre Number 1 in said County Citizens of said pre No. 1 and County represent that for the convenience of themselves and of the public generally they desire a new public road to be opened and Beginning on Cypress Creek at the end of the recently constructed State Highway leading, from Pittsburg, Camp County, Texas, going North to Cypress Creek where the new Bridge, recently was constructed across said stream and which is known further as Station Number 577 Thence N. 16' West about 4900 feet Thence North 12' West about 9000 feet Thence N. 16' East about 600 feet to a point in the present Jefferson Highway. known as the Mt. Pleasant, and Pittsburg Highway, its termination said termination point is about 1000 feet North 18' East from the railroad cross now provided by said Railroad co., for said Highway and said crossing, is sometimes called the Murphee Crossing, and which termination is about 600 feet North of the North Boundary line of a body of which termination is at Station No. 822 plus 87.5 land owned by S.D. Murphee and wife said Road will cross the lands of John Byrd, John Hargrove, Mrs. S.T. Adams, Tom Coker, S.D. Murphee and wife and J.M. Dupree. WHEREFORE The pray for the appointment of a jury to lay out and mark said road, and that the same be opened and established as a first class public road with a width of 100 feet wide.

This the 11th day of March AD 1929

John Merritt  
 O.L. Crigler  
 W.E. McClintock  
 Jas G. McClintock

L.M. Pool  
 Harry Wallace  
 O. Lillienstern  
 J.M. Harvey

The ~~above~~ foregoing minutes read in open Court this the 11th day of March AD 1929

ATTEST:

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Clerk

*E. J. Logan*  
 County Judge Titus Co., Texas.

X THE STATE OF TEXAS )  
COUNTY OF TITUS..... )

On this the 11th day of March 1929, the Commissioners Court of said County was convened in regular meeting in the Courthouse with the following members present, to-wit:

- E.I. Lazarus, County Judge
- Thas. Harvey Commissioner Pre No. 1
- L.O. Bowden " " " 2
- John Wilson, " " " 3
- R.T. Wilbanks " " " 4

W.R. Whitaker County Clerk and Ex-Officio Clerk Commissioner's Court, and with the following absent, None, constituting the entire Court, at which time the following among other proceedings, were had:

There came on to be considered the matter of the confirmation of the contract between said County and Lone Star Road Machinery Co., providing for the purchase of certain road machinery, as is more fully set out in such contract, and the issuance of warrants in payment thereof, and after due consideration, Commissioner Harvey introduced a proposed order.

The order was read in full by the Clerk.

It was moved by Commissioner Harvey and seconded by Commissioner Bowden that the order be passed finally, which motion was carried by the following, vote:

AYES: Commissioner's Harvey, Bowden, Wilson and Wilbanks, NOES: None.

THEREUPON The County judge declared the order finally passed. The order follows:

AN ORDER

Confirming contract between the County of Titus and Lone Star Road Machinery Co. providing for the purchase of road machinery by said County providing for the issuance of interest bearing time warrants of said County in payment therefor, providing for the Levy and collection of Taxes on all the Taxable property in said County sufficient to pay the interest on said Warrants and the Principal as it matures.

Whereas, heretofore the Commissioner's Court of Titus County has determined the necessity of purchasing certain road machinery and has directed the County Clerk to advertise

for bids in a newspaper of general circulation within the County; and

Whereas, the Clerk has pursuant to the instructions of the Commissioner's Court advertised for bids, which advertisement is in words and figures as follows, to-wit:

NOTICE OF RECEIVING BIDS

The Commissioner's Court of Titus County will receive sealed bids for the purchase of two (2) 6½ ton Tractors and one (1) 10 ft. Grader, said bids to be opened at the next regular meeting of the Court, which will be on Monday March 11th, at 10 o'clock AM The Court reserves the right to reject any and all bids.

E.I. Lazarus  
County Judge.

2-8-44

and

Whereas, the foregoing advertisement was published in a newspaper of general circulation in Titus County, on the following dates, to-wit; Feb----1929 and March ----1929 and Whereas, on or about the 11th day of March 1929, the County of Titus acting by and through its proper officers whose names are shown thereon, authorized by the Commissioners' Court after having received competitive bids, entered into a contract with the Lone Star Road Machinery, Co., contractor of Dallas Texas, whereby said Contractor obligated itself to sell and deliver to said County certain road machinery for said County in accordance with the specifications adopted by said County for that purpose which contract is as follows, to-wit:

PROPOSAL BY

LONE STAR ROAD MACHINERY COMPANY INC.,  
Dallas, Texas, March 11th, 1929.

TO THE COUNTY JUDGE AND COMMISSIONER'S COURT,  
TITUS COUNTY MT. PLEASANT, TEXAS.

LONE STAR ROAD MACHINERY CO., INC., agrees to furnish to you after the acceptance of this proposal and the proper execution and approval of the accompanying contract, the following machinery:

Two Dats "40" Steel Mule Tractors, \$3650.00	\$7300.00
Freight From Factory to Titus Co.,	225.00
One Best "60" Taken in Trade .....	<u>2000.00</u>
	5525.00

to be furnished in accordance with the specifications attached hereto and made a part of this proposal and contract, to be shipped immediately after date of the receipt and approval of the contract executed on the part of the County subject to all delays beyond the control of the Co., for the sum of \$5525.00 fob. Mt. Pleasant, Texas. This proposal is for your immediate consideration and acceptance or rejection.

\$ Lone Star Road Machinery Co., Inc., agrees to accept interest bearing time warrants, bearing 6% interest and maturing in six approximately equal annual installments, in lieu of cash.

Respectfully submitted.

LONE STAR ROAD MACHINERY CO., Inc.,  
By Representative.

CONTRACT:

THE STATE OF TEXAS )  
COUNTY OF TITUS..... )

This memorandum of agreement made and entered into by and between Lone Star Road Machinery Co., Inc., a Corporation duly incorporated under the laws of the State

Texas, having its principal office and place of business in the City of Dallas, Texas, hereinafter designated the Co., and Titus County, Texas, a quasi-municipal corporation, duly acting by and through its Commissioner's Court hereinafter designated the County".

WITNESSETH:

In consideration of the representations contained in the annexed proposal together with attached specifications, which proposal and specifications, are hereby made a part of this contract, the said County hereby accepts said proposal and agrees to purchase said machinery the same to be delivered, f.o.b., Mt. Pleasant, immediately and agrees to pay to said Lone Star Road Machinery Co., inc., for said machinery upon delivery and acceptance of same, the sum of \$5,525.00 said money to be paid as follows:

Cash when said machinery is accepted; None. Its legally issued interest bearing time warrants for the remainder of the consideration as follows, Bearing interest at the rate of six per cent per annum, from date, to be dated of even date with the contract, interest, payable semi annually March 15, and Sept 15, of each year, at Mercantile Trust and Savings Bank, Dallas, Texas, to be of the denomination of \$1,000.00 each, except Warrant No. one which is in the denomination of \$525.00 maturing serially as follows:

Date of Maturity	Amount
March 15, 1939	\$525.00
March 15, 1940	\$1000.00
March 15, 1941	\$1000.00
March 15, 1942	\$1000.00
March 15, 1943	\$1000.00
March 15, 1944	\$1000.00

all checks, vouchers, and warrants are made payable to the order of Lone Star Road Machinery Co., Inc.,

The warrants are to be prepared in such legal form as may be required by the Attorney's approving the securities for the Co., The County agrees and binds itself that the Commissioner's Court will levy a tax concurrently with the formal ratification of this contract sufficient to pay the interest and to provide an adequate sinking fund for the redemption of the warrants to be issued under this contract, in such form as may be required to effectively establish the legality of said warrants, and that its officials will execute such certificates as are necessary or convenient to reflect the legality of the proceedings, and of the warrants.

Executed in duplicate originals, under authority of the Commissioner's Court of said County this 11th day of March, 1929.

Titus County, Texas.  
 By E.I. Lazarus County Judge  
 L.O. Bowden Commissioner Pre No. 1  
 H.C. Harvey " " " 2  
 John A. Wilson " " " 3  
 R.T. Wilbanks " " " 4

ATTEST:

-----County Clerk,

LONE STAR ROAD MACHINERY CO. INC.,

By Authorized Agent.

Whereas, the County does not have funds on hand available for the purpose of paying for said machinery but will have the funds on hand from taxation sufficient to pay the warrants herein provided, and Whereas, this order ratifying the contract and making it the contract of the County, and levying a tax to support the warrants, is being passed concurrently with or in advance of, the delivery of the machinery:

Be it ordered by the Commissioners Court of the County of Titus, Texas:

(1) That said contract be and the same is hereby in all things ratified, confirmed and approved as the act and contract of said County and the same shall have affect according

to its tenor and purport: (2) That in accordance with said contract, warrants, of said County to be denominated Titus County Road Machinery Warrants, Series, 1929 A be issued in the sum of \$5,525.00 payable to the Lone Star Road Machinery Co., or bearer, evidencing the indebtedness due by said County under and by virtue of said contract. (3) Said warrants, shall be numbered from one (1) to Six (6) inclusive, shall be of the denomination of \$1,000.00 each, except No. One (1) for \$525.00 aggregating, \$5,525.00. They shall be dated March 15th, 1929, and shall bear interest at the rate of six per cent per annum, payable Sept 15, 1929, and semi-annually thereafter on March 15, and Sept 15 of each year, which interest is a part of the Contract price agreed to be paid for said machinery. Principal and interest of said warrants shall be payable at Mercantile Trust and Savings Bank, Dallas, Texas, and said warrants shall be made to mature serially as follows:

Warrants Numbers	Maturity Dates	Amounts
1	March 15, 1929	\$525.00
2	" " 1940	\$1000.00
3	" " 1941	\$1000.00
4	" " 1942	\$1000.00
5	" " 1943	\$1000.00
6	" " 1944	\$1000.00

(4) Said Warrants shall be signed by the County Judge countersigned by the County Clerk of said County and registered by the County Treasurer, and the seal of the said County shall be impressed upon each of them. The facsimile signature of the County Judge and County Clerk may be lithographed or printed upon the coupons.

(5) The form of such warrants, shall be substantially as follows:

No.-----

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UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF TITUS  
ROAD MACHINERY WARRANT.  
SERIES 1929.

The County of Titus, a quasi municipal corporation, organized under the General Laws of the State of Texas, for value received, acknowledged itself indebted and hereby promises to pay to the Lone Star Road Machinery Co., or bearer, on the 15th day of March 19-----

-----Dollars

in lawful money of the United States of America, with interest thereon from date hereof at the rate of Six per cent per annum, payable Sept 15, 1929, and semi annually thereafter on March 15, and Sept 15, of each year, which interest is evidenced by coupons attached hereto, principal and interest payable at the office of Mercantile Trust and Savings Bank, Dallas, Texas, upon presentation and surrender of warrant or proper coupons, and the County Treasurer is authorized ordered and directed to pay to bearer said principal sum and interest as the same matures. In the event the sum of money evidenced by this warrant and the annexed coupons shall not be paid at maturity, the same shall thereafter bear interest at the rate of six per cent per annum until fully paid and in the event of such default and it becomes necessary for the holder hereof, or of any of the coupons attached hereto, to place claim therefor in the hands of an attorney for collection, or to institute suit thereon, then said County obligates itself to pay to the holder an additional ten per cent as attorney's fees.

This Warrant is one of a series of six warrants of like date and tenor, except as to maturities, numbered from one ((1) to six (6) inclusive, in the denomination of \$1,000.00 each, except warrant No. One for \$525.00 aggregating the sum of \$5,525.00 issued for the purpose of evidencing the indebtedness due by said County to the Lone Star Road Machinery Co., or bearer for the purchase of certain road machinery by said

County in accordance with contract therefor, and pursuant to an order passed by the Commissioner's Court of said County, which order is recorded in the Minutes of said Commissioner's Court.

The Date of this warrant is in conformity with the order above mentioned is March 11th 1929.

And it is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this warrant and of this series of warrants have been properly done, have happened and been performed in regular and due time and manner as required by law, and that the total indebtedness of said County, including this warrant and the entire series of which this is one, does not exceed any constitutional or statutory limitation, and that sufficient tax to pay the principal and interest of this warrant and the entire series of which this is one has been levied for said purpose and will continue to be annually levied, assessed and collected while said warrants or any of them, are outstanding.

In testimony whereof, the Commissioner's Court of Titus County has caused the seal of said Court to be hereto affixed and this warrant to be signed by the County Judge, countersigned by the County Clerk and registered by the County Treasurer and the interest coupons hereto attached to be executed by the lithographed fac simile signatures of the County Judge and the County Clerk as of the 11th day of March 1929.

E.I. Lazarus County Judge

COUNTERSIGNED:

County Clerk

REGISTERED, this the 11th day of March 1929.

County Treasurer,

(6) The form of interest coupons attached to each of said Warrant shall be substantially as follows:

No. \_\_\_\_\_

On the 15th day of \_\_\_\_\_ 19\_\_\_\_ the County Treasurer of the County of Titus State of Texas, will pay to the bearer at the office of Mercantile Trust and Savings Bank, Dallas, Texas, the sum of \_\_\_\_\_ Dollars.

being a \_\_\_\_\_ months interest due that date on the County of Titus Road Machinery Warrants Series 1929, dated March 11, 1929, No. \_\_\_\_\_

County Clerk

E.I. Lazarus County Judge.

(7) There shall be printed on the back of each of said warrants substantially the following endorsement for the purpose of transfer of same:

ENDORSEMENT

THIS IS TO CERTIFY That Lone Star Road Machinery Co., received the within warrant and interest coupons, and annexed thereto from the officers of Titus County Texas, and for value received, hereby transfers, sells and delivers said warrant, and annexed coupons to bearer, without recourse, and the bearer hereof is hereby subrogated to all claims rights and title, whether at law or in equity, which are or may be secured to it under said warrants and the contract under which same were issued, the bearer is authorized to collect same and to give full receipt and acquittance therefor.

LONE STAR ROAD MACHINERY CO., INC.

BY \_\_\_\_\_



(8) That to pay the interest as it accrues and to create a sinking fund to retire said warrants at their maturity, and to provide for 10% attorney's fees in event of default, a tax of and at the rate of one cent (.01¢) on the one hundred dollars, valuation of all the taxable property in the said County of Titus Texas, out of the Constitutional 15c road and bridge taxing fund of said County hereby levied for the year 1929, that during the year 1930, and each year 1930 and each year thereafter while any of said warrants or any interest thereon are outstanding and unpaid, and at the time other county taxes are levied in each of said years, there shall be computed and ascertained what rate of tax based upon the latest approved tax rolls of said County will be necessary requisite and sufficient to fully make raise and produce in each of said years the amount of principal necessary to be raised for that year, plus the interest maturing in said year upon the amount of this series of warrants outstanding and unpaid, and to provide for 10% attorney's fees in case of default, and for each of said years there is hereby ordered to be, and there is hereby levied and ordered to be assessed and collected in due time, form and manner a tax at the rate which shall be found necessary as aforesaid and all the proceeds of such taxes shall be placed in a separate fund for this series of warrants, known and to be designated as Road Machinery Warrant Fund Series 1929" and the County Treasurer shall not honor any draft upon said fund or pay out any of the same except in the payment of interest on said warrants or for retiring the same, or for attorney's fees, as provided above.

The sum of \$170.00 is hereby appropriated out of funds available therefor to pay the interest maturing on this series of warrants, Sept 15, 1929. The Clerk is hereby directed to draw a Warrant for said sum and the Treasurer is authorized and directed to cash said warrant and place the proceeds in a separate fund to be used for no other purpose than to pay the interest maturing on this series of warrants, Sept 15, 1929.

(9) The County Judge and County Clerk are hereby directed to execute said warrants and the Treasurer is hereby directed to register them, and said officers are hereby directed to immediately deliver said warrants, to the Lone Star Road Machinery Co., Inc., in consideration for the delivery to the County of said Road equipment, which has been this day delivered to the County and accepted by the County as being in accordance with the contract. The Commissioner's Court hereby finds and hereby officially declares that it has received full consideration for said warrants.

(10) At such times as the holder of this series of warrants or of such part of this series of warrants as remains outstanding and unpaid, presents, a request to this Court it is agreed that regularly printed Warrants bearing lithographed coupons, will be substituted for these warrants, provided the printed warrants are furnished to the Court at the Expense of said holder.

Passed and approved this the \_\_\_\_ day of March 1929.

E. I. Lazarus County Judge Titus Co. Tex.

ATTEST:

County Clerk and Ex-Officio  
Clerk, Commissioner's Court.

THE STATE OF TEXAS     )  
                                  |  
COUNTY OF TITUS.....  )

I, the undersigned County Clerk and Ex-officio Clerk of the Commissioners

Court of Titus County Texas, do hereby certify that the foregoing is a true and correct copy of an order passed by the Commissioners Court of the County of Titus Texas, held at the Court house in said County on the 11th day of March 1929, at which meeting the County judge and all members of the Court were present, which order is recorded in Book      page 45 et seq. of the Minutes of said Court.

Given under my hand and seal of said Court, this the 11 day of March 1929.

Clerk County Court and Exofficio Clerk Commissioners Court Titus County, Texas.

SEAL)

X

The above and foregoing minutes read and approved in open Court this 8th day of July AD 1929

ATTEST:

Clerk

*E. J. Logans*  
County Judge Titus Co., Texas.

X