

Feb 25th 1933.
 IN THE MATTER OF THE COUNTY TREASURER TO CONTINUE TO PAY THE COURT REPORTER OUT OF THE JURY FUND.
 Motion by A.S.Lilly and seconded by R.W.Blankenship for the County Treasurer to continue to pay the Court Reporter out of the Jury fund reason for this is to relieve the General County fund of this burden as at this time the general county fund has scrip out to the amount of \$31000.00 also the County Budget was prepared for the reporter to be paid from this fund Motion put before the court all ~~members~~ voting in the affirmative the county judge declared the motion carried and the order passed.

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Feb 15th 1933.
 IN THE MATTER OF APPOINTING ELECTION MANAGERS FOR THE YEAR 1933.
 Commissioner R.L.Thomas made a motion seconded by Commissioner R.W.Blankenship that the following be appointed as election managers for the year 1933.
 Pre No 1 John Merritt and Chas. Grisson judges Clerks to be appointed
 " No 2 W.M. Page and Raymond Brown judges --Lewis Croxton Clerk.
 " No 3 G.W.Nebane and J.B.Kirk judges --C.W.Fleming Clerk.
 " No 4 U.B.Lawrence and A.A.White judges Roy Scott and J.W.Thompson. Clerks
 " No 5 Alfred Blalock and G.A.McPeters judges W.W.Blalock Clerk.
 " No 6 H.H.Wooten and Edgar Huffman judges Fred Witt and F.H.Wofford Clerks.
 " No 7 ~~Coda Sims~~ ^{Coyne Traylor} and Sherman Calloway, judges Parker Traylor Clerk.
 " No 8 Forrest Stephenson and Louis Moore Judges Clerks to be appointed.
 " No 9 John Hargrove and Earnest Brown Judges and Bud Cato Clerk.
 " No 10 A.A.Cameron and Clyde Rainey judges ---John McKelvey Clerk.
 " No 11 T.W.Holmes and ~~John Miller~~ ^{W.H. Cady} Judges ----G.W.Taliaferro Clerk..
 " No 12 J.I.Easley and A.H.Smith judges Clerks to be appointed.
 " No 13 J.G.McClintock and R.F.Lindsey judges --Clerks to be appointed.
 " No 14 ~~W.L. Thomas~~ ^{M.F. Wilson} and S.H.Sparger judges---Homer Hamilton Clerk.
 " The County judge put the motion before the court with the request that as many favored said motion to vote AYE and those opposed to vote NO all being present and voting in the affirmative the judge declared the motion carried and the order passed.

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FEB 13th 1933.
 IN THE MATTER OF AUDITING THE COUNTY'S BOOKS
 By Order of the Commissioner's Court of Titus County, Texas. Being in regular session this the 13th day of Feb 1933, after considering all bids submitted to us for an audit of two years a motion was made seconded and voted unanimously to award the contract to Moore Conner of the W.G.Hill Audit, Co., and have spread on the minutes of the Court, and upon completion of the work and acceptance we agree to pay them the sum of \$475.00 for their services. all members being present and voting in the affirmative the county judge declared the motion carried and the order passed.

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IN THE MATTER OF REFUNDING TAXES HERETOFORE PAID TO TITUS COUNTY BY L.H.OLD.
 THE STATE OF TEXAS } IN THE MATTER OF REFUNDING TAXES HERETOFORE paid to Titus County by
 COUNTY OF TITUS.... } L.H.Old, which he was not due said County.
 whereas, heretofore the said L.H.Old filed his petition with this Court, alleging that he paid to Titus County, the sum more than \$700.00 as taxes on land which he did not own, same alleged to be a part of the Mahagan Sur in Titus County, South East from Mt.Pleasant, and being 217 acres the said L.H.Old, having paid taxes as aforesaid for more than forty years, when he did not own this land he having rendered 992 acres in said Sur when he only

owned 775 in said Survey said taxes being paid and received by mutual mistake of fact, all parties believing that the said L.H.Old owned all the land he so rendered.

and it appearing on a hearing from the testimony that the allegations are true as to the ownership of said land and the payment of taxes as above set out; and that it should be refunded at least to the amount of taxes now due said county by the said L.H.Old which is the sum of \$556.20

It is therefore ordered adjudged and decreed by the Commissioners Court of Titus County, Texas, in regular session at the Court house in the town of Mt. Pleasant, that the said L.H.Old be credited with the sum of \$556.20 on taxes now due Titus County by him and the tax collector of Titus County, J.T. Leftwich is hereby authorized and directed to credit said L.H.Old with said amount on taxes due Titus County, by the said L.H.Old and that receipt be issued for said taxes as though same was paid now in money. It is the further order of this Court that the said L.H.Old has paid Titus County more than \$700.00 as taxes on said 217 acres of land which he did not own, and that Titus County is due the said L.H.Old the said sum of \$556.20 which is here now refunded as above set out.

Witness our hands in open Court in regular session at Mt. Pleasant in the Court house this the 18th day of Feb 1933.

County Judge presiding.

Commissioner Pre No 1 Titus Co.,

Commissioner Titus Co.,

Commissioner Titus Co.,

Commissioner Titus Co.,

THE STATE OF TEXAS }
COUNTY OF TITUS }

To the Honorable Commissioners Court of Titus County:

Now comes L.H.Old and shows to the Court that he is a resident of Titus County, Texas and has been for more than forty years, and during all this time he has been a tax payer in said County on real estate, as well as personal property, and that he has paid both state and County taxes on 992 acres of land supposed be in the Cahagan Survey, situated in Titus County, Texas, whereas, he has only owned 775 acres in said Sur thereby paying taxes on 217 acres of land more than he has actually owned in said Sur and that the taxes paid on said 217 Acres., during this time amounts to more than seven Hundred Dollars, in County taxes so paid to said County which taxes was not due said Titus County, and same was paid said county through mistake of said mistake being mutual all parties believing that your petitioner owned said 217 acres of land and was due to pay taxes on same whereas in fact and in truth he was not due to pay said taxes A statement of the amount of county taxes paid on said land is hereto attached and made a part hereof, for the inspection said Court.

wherefore, your petitioner prays that the Court hear proof as to the matters herein set forth, and that on said hearing this petitioner be allowed said amount of taxes so over paid as a refund and that he be credited on the taxes now due the County of Titus and amount sufficient to pay same which is five hundred Fifty Six 20/100 Dollars; and for such relief as to this Court may seem right and proper in the premises.

L.H.Old

Mt. Pleasant, Texas
Feb 18th 1933.

I, L.H.Old hereby acknowledge receipt of Five Hundred Fifty Six 20/100 Dollars paid me by allowing credit on County tax due Titus County by me in said amount; said payment being in full settlement of any and all amounts due me by Titus County on account of excess payment of taxes on land I did not own, the amount of land being paid on by me being 217 acres in the

James Gahan Survey, in Titus County.

L.H.Old

STATE OF TEXAS)
COUNTY OF TITUS)

BE IT REMEMBERED: that at a special meeting of the Commissioners Court in and for Titus County, Texas, held in the judge's office at the Court house in said County, on June 3rd, 1933, with A.J. Lane County Judge present and presiding and with the following members of the Court present, to wit:-

L.H.Wilson, A.S.Lilly, R.L.Thomas, R.W.Blankenship there came on to be considered the matter of correcting a certain statement contained in a purported contract of employment appearing recorded in vol 4 page 554 Minutes of Commissioners Court of Titus County, Texas same appearing to have been made by and between said Court on Dec 12th 1932 and W.B.Wright covering the subject matter of re-indexing certain records for said County and furnishing certain maps; and

Whereas, in said purported contract as it appears of record as herein referred to it is recited that the contract was submitted to competitive bids and that Dorsey Company had submitted a certain bid covering the same work as bid on by the said Wright and the amount thereof was the sum of \$3745.00 and

whereas, Commissioners Lilly and Wilson, members of this present court and likewise members of the court in 1932 which purported to have made such a contract with the said Wright have brought to the attention of this present court that the statement as to competitive bids as above mentioned and as contained and such purported contract aforesaid was incorrect and untrue, and that in truth and in fact no competitive bids were had covering the subject matter of said purported contract whatever and that the only bid received by said Court at that time was the bid of the said W.B.Wright, and further that if the said Dorsey Co., did submit any such bid as therein mentioned at all it was submitted at least ^{18 months} two years prior to the date of the letting of such purported contract to Wright; and

whereas, it is deemed expedient to correct the said error or incorrect statement to the end that the Minutes of the Commissioners Court of Titus County shall reflect and state the truth as to that particular matter of bids in connection with such purported contract; and

whereas, the said W.B.Wright has been given notice as to the error and his statement above mentioned, and has been notified to be present at this meeting to consider the matter of making such correction and is in fact now present in said Court;

Now therefore, Be it Resolved by the Commissioners Court of Titus County, Texas, in special Session on this the 3rd day of June 1933, with the County Judge present and presiding and with all members of said Court present, that the mis statement in the aforesaid contract or purported contract between Titus County and the said W.B.Wright and recorded in vol 4 554 of the minutes of said Court as hereinabove mentioned and to which reference, is made in all particulars as the said contract was copied herein in full be corrected in so far as it recites that the matters covered by such purported contract was submitted to competitive bids and that the said Dorsey Co., submitted a bid in the sum of \$3745.00 therefor; and the same is here now corrected by emitting therefrom any reference to competitive bids received and no notice for bids or invitations for bids covering the subject matter of such purported contract were ever given; and that the said bid of Dorsey Co., if it was a bid at all, was submitted at least 18 months two years prior to the time such purported contract with W.B.Wright was made It being expressly understood that in making such contract in said Court

