

## IN THE MATTER OF ISSUING \$10,000.00 TITUS COUNTY ROAD MACHINERY WARRANTS:

THE STATE OF TEXAS    )  
COUNTY OF TITUS        |

On this 13th day of April, 1940, the Commissioners Court of Titus County, Texas, was convened in regular session at a regular term of said Court, with all the members thereof present, viz:

C. T. NEUGENT,	County Judge
T. L. GARRETT,	Commissioner Precinct #1
W. F. CODY,	Commissioner Precinct #2
ERNEST BROWN,	Commissioner Precinct #3
G. G. LUNSFORD,	Commissioner Precinct #4
A. B. GILPIN,	County Clerk

and passed the following order:

IT APPEARS AFFIRMATIVELY that the Commissioners Court of Titus County has determined that it is to the best interest of said County and to its citizens and taxpayers, and particularly to the public roads of said County, that Titus County should purchase two motor road graders for use in the construction and maintenance of the public roads of said County.

AND IT FURTHER APPEARS AFFIRMATIVELY that the County Judge of said County has caused notice to bidders to be published once each week for at least two consecutive weeks in the Mt. Pleasant Daily Times, a newspaper of general circulation published in the City of Mt. Pleasant, the County Seat of Titus County, which notice is as follows:

## NOTICE TO BIDDERS

NOTICE is hereby given that sealed bids addressed to C. T. Neugent, County Judge of Titus County, Texas, at the Courthouse in Mt. Pleasant, Texas, will be received until 10:00 o'clock A. M. on April 13, 1940, for the purchase of road machinery to be used in the construction, improvement and maintenance of the public roads of said County, briefly described as follows:

Two Motor Road Graders.

It is contemplated two used road graders, one each, are to be traded in as part payment of the purchase price.

The County reserves the right to reject any and/or all bids.

It is the intention of the Commissioners Court of Titus County to issue time warrants in payment for such road machinery and contracts therefor in the maximum amount of not exceeding \$10,000.00, bearing interest at the rate of not exceeding 6% per annum, with maximum maturity date not later than 1952.

C. T. Neugent, County Judge  
Titus County, Texas.

AND IT FURTHER APPEARS AFFIRMATIVELY to the Court that on the date provided in said notice, to-wit, the 13th day of April, 1940, the Commissioners Court of said County did receive bids for the purchase of such road machinery.

AND IT FURTHER APPEARS AFFIRMATIVELY to the Court that the bid of J. D. Adams Company for the sale of such two motor road graders to be paid for by the trade-in of two used road graders and \$4,995 each, aggregating \$9,990, to be paid in warrants, was the best bid submitted therefor, and that thereupon the Commissioners Court of said County did accept such bid and did award the contract for the purchase of such two motor road graders to said J. D. Adams Company, for the purchase price of two used road graders as trade-in part payment and \$9,990.00 to be paid in interest bearing time warrants as hereinafter more fully set out.

AND IT FURTHER APPEARS AFFIRMATIVELY that Titus County has purchased from said J. D. Adams Company additional parts for these road graders at the price of \$10.00, and the

purchase of such additional parts for these graders at the price of \$10.00 is hereby ratified, same to be paid for with a portion of the hereinafter described warrants.

AND IT FURTHER APPEARS AFFIRMATIVELY to the Court that said two motor road graders and additional parts have been delivered to Titus County and have been inspected by this Court and have been found to be in accordance with the agreement therefor, and that Titus County is therefore indebted to said J. D. Adams Company for the purchase price thereof, as herein set out; and that said two used graders have been delivered to said J. D. Adams Company in part payment thereof.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Commissioners Court of said County that the purchase of said two road graders and additional parts by Titus County from said J. D. Adams Company at the price and upon the terms above stated, be and the same is hereby ratified and approved, and Titus County hereby acknowledges receipt of said two road graders and additional parts in good condition, and hereby allows and approves the claim of said J. D. Adams Company in payment therefor in the sum of \$10,000.00, to be paid in interest-bearing time warrants, as hereinafter more fully set out.

IT IS FURTHER ORDERED BY THE COURT that for the purpose of paying for such two road graders and additional parts, interest-bearing time warrants of said County, to be called "TITUS COUNTY ROAD AND BRIDGE WARRANTS, SERIES 1 OF 1940", be issued and made payable to J. D. Adams Company, or bearer, in the aggregate amount of \$10,000.00 evidencing the debt of Titus County to said contractor in payment for such road machinery.

Said warrants shall be numbered from 1 to 10, inclusive, and shall be in the denomination of \$1,000 each, aggregating \$10,000.00.

They shall be dated April 10, 1940, and shall bear interest at the rate of 6% per annum, payable April 10, 1941, and semi-annually thereafter on October 10th and April 10th each year, which interest is a part of the contract price agreed to be paid for such road machinery, and shall be evidenced by coupons attached to each of such warrants.

Principal and interest of such warrants shall be payable in lawful money of the United States of America, at the office of the County Treasurer of Titus County, at Mt. Pleasant, Texas.

They shall be made to mature serially according to the following schedule:

NUMBERS	DATE OF MATURITY	AMOUNT
1-2	April 10, 1945	\$2,000
3-4	April 10, 1946	\$2,000
5-6	April 10, 1947	\$2,000
7-8	April 10, 1948	\$2,000
9-10	April 10, 1949	\$2,000

Such warrants shall be signed by the County Judge, countersigned by the County Clerk, and registered by the County Treasurer, and the seal of the Commissioners Court of said County shall be impressed upon each of them. The coupons attached to such warrants shall be executed by the facsimile signatures of the County Judge and the County Clerk, and shall have the same effect as if they had been signed by them.

Such warrants shall contain recitals and be substantially in the following form:

NO. \_\_\_\_\_

\$ 1,000.00

UNITED STATES OF AMERICA  
 STATE OF TEXAS  
 COUNTY OF TITUS  
 TITUS COUNTY ROAD AND BRIDGE WARRANTS  
 SERIES 1 OF 1940

The County of Titus, in the State of Texas, for a valuable consideration, acknowledges itself indebted and hereby promises and obligates itself to pay to J. D. Adams Company, or bearer, at the office of the County Treasurer of Titus County at Mt. Pleasant, Texas, on the 10th day of April, 19\_\_\_, the sum of

ONE THOUSAND DOLLARS

in lawful money of the United States of America, with interest thereon from the date hereof at the rate of 6% per annum, interest payable April 10th, 1941, and semi-annually thereafter on October 10th and April 10th each year, upon presentation and surrender of warrant or proper coupon; and the Treasurer of said county is hereby authorized, ordered and directed to pay to J. D. Adams Company, or bearer, said principal sum together with interest thereon, evidenced by the coupons attached hereto, at the above named office.

This warrant is one of a series of ten warrants, numbered from 1 to 10, inclusive, in the denomination of \$1,000 each, aggregating \$10,000.00, issued for the purposes of evidencing the indebtedness due J. D. Adams Company for the purchase of road machinery for use in construction and maintenance of public roads in accordance with contract therefor, under and by virtue of the Constitution and Laws of the State of Texas, and pursuant to an order passed by the Commissioners Court of Titus County, which order is of record in the Minutes of said Court.

The date of this warrant, in conformity with the order above mentioned, is April 10, 1940.

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 the series of which it is a part, have been properly done, have happened and been performed in regular and due time, form and manner, as provided by law, and that the total indebtedness of said County, including this warrant and the entire series of which it is one, does not exceed any Constitutional or statutory limitation, and that provision has been made for the levy and collection of taxes annually for the payment of the principal and interest of this warrant, and of this series of warrants, as the same respectively mature.

IN TESTIMONY WHEREOF, the Commissioners Court of Titus County, Texas, has caused the seal of said Court to be affixed hereto and this warrant to be signed by the County Judge and countersigned by the County Clerk as of the 10th day of April, 1940, and registered by the County Treasurer.

COUNTERSIGNED:

\_\_\_\_\_  
 County Judge, Titus County, Texas.

\_\_\_\_\_  
 County Clerk

REGISTERED this \_\_\_\_ day of April, 1940.

\_\_\_\_\_  
 County Treasurer.

The form of interest coupon attached to each of said warrants shall be substantially as follows:

NO. \_\_\_\_\_

ON THE 10TH DAY OF \_\_\_\_\_, 19\_\_\_\_, the County Treasurer of Titus County, Texas, will pay to J. D. Adams Company, or bearer, at his office at Mt. Pleasant, Texas, the sum of \_\_\_\_\_ DOLLARS being \_\_\_ months' interest due that date on Titus County Road and Bridge Warrant, Series 1 of 1940, dated April 10, 1940, Warrant No. \_\_\_\_\_.

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Judge

On the back of each of said warrants there shall be printed the following endorsement:

For value received, the undersigned contractor hereby transfers, sells and delivers the within warrant, together with the interest coupons annexed, to bearer, without recourse, and the bearer hereof is hereby subrogated to all claims, liens, rights and titles, both at law and in equity, which are or may be secured to such contractor by said warrant, and the contract by authority of which the same was issued; and the bearer hereof is authorized to collect the same and to give full receipt and acquittance therefor.

J. D. ADAMS COMPANY

By \_\_\_\_\_

IT IS FURTHER ORDERED that the County Judge and the County Clerk and the County Treasurer are hereby authorized and directed to execute and deliver the hereinbefore described warrants to J. D. Adams Company without any further orders of this Court.

IT IS FURTHER ORDERED BY THE COMMISSIONERS COURT OF TITUS COUNTY, TEXAS:

That to pay the interest on said warrants and create a sinking fund with which to pay the principal as it matures, a tax at a rate sufficient for said purpose is hereby levied out of the Constitutional Road and Bridge Tax, against all taxable property in said County for the year 1940, and for each succeeding year while said warrants or any of them are outstanding;

And to pay the interest on said warrants and to create a sinking fund with which to pay the principal at maturity, such tax of and at the rate of three cents on each One Hundred Dollars' valuation of taxable property in said County is hereby levied for the year 1940, and the same, or so much thereof as may be necessary, and so much more as may be necessary, is hereby levied for each succeeding year while said warrants or any of them are outstanding.

And there shall be calculated each year while any of said warrants are outstanding and unpaid what rate of tax is necessary to provide current interest and the required amount of the principal for such year, and a tax at such rate on each One Hundred Dollars' valuation of taxable property in said County within the limits permitted by the Constitution and Laws of Texas, shall be levied, assessed and collected during each of said years, and said tax of and at the rate so found to be necessary for each of such years is hereby levied, and is ordered to be levied, assessed and collected.

The foregoing order was read, and it was moved by Commissioner Lunsford and seconded by Commissioner Brown that it be passed, and upon the question being called, it was unanimously carried, Commissioners Garrett, Gody, Brown and Lunsford voting Aye; and no one voting No.

C. T. Neugeb  
County Judge



with all of the duties under said contract.

4. Due to the fact that the amount of the estimate, after the cash payment of \$13,621.17, exceeds the amount of warrants authorized to be delivered hereunder, occasioned by the even denomination of the warrant, the contractor is entitled to a credit of \$331.01, which amount shall be carried forward until the next estimate is approved.

PASSED AND APPROVED this the 13 day of April, 1940.

ATTEST: A. B. Gilpin  
County Clerk and Ex-Officio Clerk,  
Commissioners' Court, Titus County,  
Texas.

C. T. Neugent  
County Judge, Titus County, Texas.

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CERTIFICATE OF NOTICE OF TRANSFER OF WARRANTS

THE STATE OF TEXAS |  
COUNTY OF TITUS |

We, the undersigned officers of the County of Titus, Texas, hereby certify that on or about the 13 day of April, 1940, we received notice from Phillips Investment Co. Houston, Texas, and also from O. L. Crigler Company, contractors, that O. L. Crigler Company, had, for a valuable consideration, sold and transferred to Phillips Investment Co., Houston, Texas, those certain Titus County Courthouse Improvement Warrants, dated January 15, 1940, numbered One (1) to Twenty (20), both inclusive, of the denomination of One Thousand (\$1,000.00) Dollars each, aggregating Twenty Thousand (\$20,000.00) Dollars, bearing interest at the rate of five (5%) per cent per annum, and maturing serially, issued by said County and delivered and to be delivered to said O. L. Crigler Company, contractors, to evidence the County's indebtedness under contract dated January 15, 1940.

GIVEN UNDER MY HAND and seal of said Court this the 20 day of April, 1940.

C. T. Neugent  
County Judge, Titus County, Texas.

A. B. Gilpin  
County Clerk, Titus County, Texas.

D. C. Morgan,  
County Treasurer, Titus County, Texas.

(SEAL)

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THE STATE OF TEXAS |  
COUNTY OF TITUS |

We, the undersigned, County Judge, County Clerk and County Treasurer, of the County of Titus, Texas, do hereby certify that said County through its Commissioners' Court has and have been duly inspected the labor and materials furnished by O. L. Crigler Company, contractors, covered by estimate No. 1, under contract with said County, dated January 15, 1940, and duly recorded in the Minutes of said Commissioners' Court; that said labor and materials have been accepted by said Commissioners' Court as being in accordance with said contract, and the specifications attached thereto, and that said labor and materials are well worth the price agreed upon and the amount provided in said contract, and that all duties imposed by the contract insofar as said estimate is concerned have been fully performed by the contractors.

WE FURTHER CERTIFY that the claim of said contractors in the sum of \$1331.01 has been duly audited and allowed by said Commissioners' Court and "Titus County Courthouse Improvement Warrant, Series 1940", dated January 15, 1940, Number One (1), issued and delivered to con-

tractors evidencing the indebtedness due by said County in the amount of \$1,000.00, being Warrant Number One (1) for One Thousand (\$1,000.00) Dollars, and bearing interest at the rate of five (5%) per cent per annum, and that said County has received full value and consideration for said warrants.

WE FURTHER CERTIFY that there is no litigation pending or threatened growing out of the issuance of said warrants nor in any way affecting the titles of the within named officers of said County to their respective offices.

WITNES OUR HANDS this the \_\_\_ day of April, 1940.

C. T. Neugent  
County Judge, Titus County, Texas.

A. B. Gilpin  
County Clerk, Titus County, Texas.

(SEAL) D. C. Morgan  
County Treasurer, Titus County, Texas.

SUBSCRIBED AND SWORN TO BEFORE ME this the 20 day of April, 1940.

(SEAL) W. B. Wright  
Notary Public in and for Titus County, Texas.

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PERMISSION GRANTED TO TITUS COUNTY TO BUILD ROAD ACROSS PLACE OF F. LEE:

Fort Worth, Tex.  
1-28-39

Mr. Frank Hamout

Dear Sir:

I have give Mr. W. J. Gody permission to build road cross my place connecting up with road built.

Respt. yours.

F. Lee

Witness: T. L. Garrett.

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The above minntee read and approved.

\_\_\_\_\_  
County Judge

ATTEST: \_\_\_\_\_  
County Clerk.

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## NEWLY ELECTED SCHOOL TRUSTEES:

## List of County Trustees

Farmers Academy	R. W. Barrett
Green Hill	Pat Sanders
Maple Springs	W. F. Wilson
Marshall Springs	Cecil Barrett
Union Hill	J. E. Ticer
Concord	A. A. Riddle & Clyde Sanders (Tie)
Overland	Bill Smith
Forest Grove	Charlie Gregg & Mason Robinson (Tie)
Wilkinson	A. T. Blalock
Lone Star	Jess Easley
Monticello	H. A. Stuart
Panthers Chapel	Olen Moore
Old Union	Ollie Hatfield
Argo	John Terrell
Cypress	J. E. Rust
Progress	Milton Moore
Liberty Hill	W. D. Moore
Stone Wall	Floyd Garretson
Yancy	A. L. Ponder
Edwards Chapel	Fred Avery
County Line	W. D. Cappe
Benton	G. H. Garretson
Hickory Hill	R. P. White
Midway	Leonard Wilson
Pleasant Hill	R. W. Moulton
Blodgett	Fred Porter
Chapel Hill	B. F. Landrum & Parker Traylor (Tie)
Oak Grove	I. B. Shumate

## List of County Wide Trustees

A. A. White  
 E. C. Hime  
 S. A. Thomas

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