

REGULAR SESSION
OCTOBER TERM-1944

BE IT REMEMBERED that the Commissioners' Court of Titus County, Texas, met in Regular Session, October 9, 1944 at the Courthouse in Mt. Pleasant, with the following members presents, to-wit:

Ed Dickson	County Judge
L. E. Banks	Commissioner Prec. 1
C. H. Taylor	Commissioner Prec. 2
E. E. Nugent	Commissioner Prec. 3
C. N. Goodwin	Commissioner Prec. 4

and the following proceedings were had to-wit:

IN THE MATTER OF APPROVING MONTHLY ACCOUNTS:

Motion was made by Commissioner Banks, seconded by Commissioner Taylor to approved the monthly accounts as same appear of record in Volume 7, Minutes of Accounts Allowed, all members voted "Aye" motion carried unanimously.

IN THE MATTER OF APPROVING TAX COLLECTORS' MONTHLY REPORT.

Motion by Commissioner Goodwin seconded by Commissioner Banks to approve P. O. Wilhite, Tax Collector & Assessors' monthly report, all members voted "Aye" motion carried.

IN THE MATTER OF APPROVING OFFICERS MONTHLY EXPENSE ACCOUNTS.

Motion by Comm. Nugent seconded by Banks to approved the officers expenses accounts as follows:

Frank Madison, Jr.	Justice of Peace	\$2.00
P. O. Wilhite	Tax Collector & Assessor	448.00
Mrs. J. A. Glass	District Clerk	7.58
Floyd Keith	County Clerk	290.09
Bessie Perkins	County Attorney	30.00
Aubrey Redfean	Sheriff	446.95
Ed Dickson	County Judge	1.75

Motion was put before the court by Judge Dickson, all members voted "Aye" motion carried.

IN THE MATTER OF SELLING TRACTOR & EQUIPMENT & WHIRLWIND TERRACER TO JOHN B. KIRBY.

THE STATE OF TEXAS |
COUNTY OF TITUS |

WHEREAS, the County of Titus is now the owner of a Farm-all tractor and equipment together with one Whirlwind Terracer, which said tractor equipment and terracer have heretofore been purchased for said county for use in soil conservation practices for the various landowners of Titus County; and

WHEREAS, said county, acting by and through its Commissioners Court, has decided that it would be for the best interest of said county to sell all of said equipment to some citizen of Titus County who would operate the same in soil conservation practices on land in Titus County and have agreed to sell all of said equipment to John B. Kirby of Titus County.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Titus County, acting by and through Ed Dickson, County Judge; L. C. Banks, Commissioner, Prec #1; C. H. Taylor, Commissioner, Prec 2 Ed Nugent, Commissioner, Prec #3, and C. N. Goodwin, Commissioner, Prec. #4, hereinafter referred to as Seller, and John B. Kirby of Titus County, Texas, hereinafter referred to as Buyer, enter into the following agreement, to-wit:

-1-

For and in consideration of the sum of \$2008.48 to be paid to Seller by purchaser, as is hereinafter set out, Seller agrees upon the full and final payment of said sum to make to purchaser a bill of sale covering all said equipment hereinbefore mentioned. It being understood and agreed between Seller and Buyer that upon the execution of this instrument by both parties that all said machinery shall be handed over by Seller to Buyer for the purposes hereinafter set out but that Buyer does not acquire any title thereto unless and until said entire consideration is paid, but simply acquires the right of use, as is hereinafter set out, and Seller does hereby covenant with the Buyer that upon the full and final payment of said consideration bill of sale will be duly executed.

-2-

In the operation of such machinery Buyer shall collect all monies paid for such service and on the 1st. and 15th. day of each month shall furnish to the Seller an itemized statement of all monies so collected and shall show in the said statement the amount expended by the Buyer for fuel, maintenance, repairs and labor in the operation of said machinery and shall promptly pay over to Seller such sums as remain after deducting the said operating costs and which sum shall be credited by the Seller on the purchase price, and shall continue such until the entire consideration is paid.

-3-

It is further understood and agreed that the Seller shall not in any manner be responsible for any expenses incurred by the Buyer in the purchase of fuel, maintenance, repairs or labor used in operating the same and that Buyer does not have any right or privilege to pledge the credit of Seller for the same but all of such costs shall be borne by the Buyer. Buyer shall operate and use the said machinery in a reasonable and prudent manner and shall keep same in a good state of repair, making allowance for reasonable wear and tear.

-4-

In the event Buyer discontinues the use of said machinery or refuses to make payments therefor the Seller shall have the immediate right of possession of all said machinery and shall not be required to institute legal proceedings to regain possession thereof and in such event, if the machinery is not in a reasonable state of repair, the said Seller shall have the right to have same repaired at the expense of Buyer and shall be entitled to such legal process as may be necessary in order to force Buyer to pay for the same.

-5-

In the event Buyer, in the use of the machinery, fails to keep the same in a state of reasonable repair, then and in such event Seller shall have the right to take possession of said machinery without any legal process and upon so taking possession, all rights of the Buyer under this contract shall be at an end and any repairs thereon that might be necessary to be made shall be made by Seller at the expense of Buyer and Seller shall have the right to all legal process to force Buyer to pay for the same.

-6-

In the event of the re-possession of the said machinery by the Seller, as is herein provided, Seller shall be under no obligation to return any part of the purchase price so paid by the Buyer, nor shall Buyer be entitled to receive any part of the same. Buyer shall not sell said machinery or any part thereof, nor trade or exchange the same, except with the express consent of the Seller and should such sale or exchange be made then the Seller may, at its option, re-possess said machinery wheresoever it may be and shall not be required to institute any legal

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proceedings to re-possess the same.

In Witness Whereof the said Titus County has caused these presents to be signed by its Commissioners Court at a called session of said Court on this the 13th. day of October, 1944; and witness the signature of John B. Kirby.

Ed Dickson County Judge
L. C. Banks Commissioner, Pre. #1
G. H. Taylor Commissioner, Pre. #2
E. E. Nugent Commissioner, Pre. #3
G. N. Goodwin Commissioner, Pre. #4

John B. Kirby

IN THE MATTER OF THE PAYMENT OF R & B SCRIP WARRANTS.

Commissioner Goodwin presented for consideration an order and moved its adoption. The motion was seconded by Commissioner Taylor. After due consideration and discussion of said order by the court, the County Judge put the motion for a vote of the members of said Court and the said vote is as follows:

"AYES" Commissioners Banks, Taylor, Goodwin and Nugent.
"NOES" None

The said order is in words and figures as follows, to-wit:

"WHEREAS", certain scrip warrants are ordered issued by Titus County, Texas, in paying of accounts for current expenses, and which scrip warrants are described as follows:

Table with 5 columns: WTS.NO, DATE, PAYEE, WHAT FOR, PAYEE. Lists various expenses from 9-23-44 to 10-24-44, including labor, materials, and repairs.

336	10-24-44	Mt. Pleasant Motors	Parts	120.45
337	10-24-44	H. B. George Equip Co.	Parts	69.62
338	10-24-44	Johnson-Justice	Repairs	11.70
339	10-24-44	Browning-Farris Cash	Parts	340.42
340	10-24-44	Irvin-Sandlin Chev.	Repairs	72.31
341	10-24-44	McClure Harris Co.	Parts	8.00
342	10-24-44	Sewell-Auto Supply	Parts	2.21
343	10-24-44	Floyd D. Thomas	Hardware	11.55
344	10-24-44	C. C. Clark	Gas & Oil	129.30
345	10-24-44	J. J. Roper	Repairs	16.60
346	10-24-44	Sinclair Ref. Co.	Gas & Oil	66.02
347	10-24-44	Gulf Oil Corp	Gas & Oil	5.95
348	10-24-44	The Texas Co.	Gas & Oil	93.07
349	10-24-44	Humble Oil & Ref. Co.	Gas	7.60
360	10-24-44	First Natl. Bank	Int on R&B Wts	13.81
351	10-24-44	Deffer Truck & Impl	Parts	402.00

WHEREAS, all of the above mentioned scrip warrants were and are valid obligations upon the Road & Bridge Fund of said County; and there may not be sufficient funds on hand in said Road and Bridge Fund to pay said warrant presented, and The First National Bank in Mt. Pleasant, Texas, being the depository for said County, will in due course have such scrip warrants presented to it for payment; and

WHEREAS, it is contemplated that said County will receive about the month of April, 1945, prior thereto and thereafter, certain funds and monies as its part or portion due for automobile licenses and registrations in said county for said year, and it will become a part of the Road and Bridge Fund of said county.

NOW, THEREFORE, be and it is, hereby ordered by the Commissioners' Court of Titus County, Texas that there be and is hereby pledged unto The First National Bank in Mt. Pleasant, Texas, its successors and assigns, all of the first funds that may be hereafter collected from and of current revenue for the year 1944, not heretofore pledged and not legally due for sinking fund requirements therefrom, and/or the first monies and revenues due and owing and that may be paid and collected at the County's part or portion of the automobile licenses and/or registrations for and on automobiles or other motor vehicles paid in said county for the year 1945 from and with which to repay said Bank for the amounts of the above mentioned scrip warrants with interest as herein provided, which said Bank has paid, or may hereafter pay to the holders thereof and the said Commissioners' court hereby obligates said County to pay unto the said The First National Bank in Mt. Pleasant, Texas, its successors and assigns, the amount of its aforesaid scrip warrants obligations which said Bank has paid or may hereafter pay unto the holders thereof, together with interest upon each of said warrants from the date of the paying of same by said Bank to the holders thereof at the rate of 5% per annum.

PASSED AND APPROVED this the 24 day of October, 1944.

Attest; Floyd Keith,
County Clerk.

Ed Dickson,
County Judge.

There being no further business before the court, motion was made by Commissioners Banks, seconded by Commissioner Nugent to adjourn, all members voted "Aye" motion carried unanimously.
