

REGULAR SESSION-February 12, 1945

BE IT REMEMBERED that the Commissioners Court of Titus County, Texas, met in Regular Session at the court house in Mt. Pleasant on February 12, 1945, with the following members present to-wit:

Ed Dickeon	County Judge
L. C. Banks	Commissioner Prec. #1
Neil Fleming	Commissioner Prec. #2
C. H. Wilson	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 by Commissioner Banks seconded by Commissioner Goodwin to approve the monthly accounts as same appear of record in Volume 7, Minutes of Accounts allowed. All voted "Aye", motion carried.

IN THE MATTER OF APPROVING OFFICERS EXPENSE ACCOUNTS.

MOTION BY COMMISSIONER WILSON, SECONDED BY COMMISSIONER FLEMING TO APPROVE THE OFFICERS' EXPENSE ACCOUNTS AS follows:

Mrs. J.A. Glass,	County Clerk	\$131.89
L. W. Vance	County Attorney	31.16
Aubrey Radfearn	Sheriff	454.08
Thomas J. Wood	District Clerk	30.85
W.W. Mason	Tax Assessor-Collector	303.16
Frank Madison	Justice of Peace	7.00

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

IN THE MATTER OF APPROVING COUNTY AND PRECINCT OFFICERS REPORTS:

Motion was made by Commissioner Banks and seconded by Commissioner Fleming to approve, County and Precinct officers reports as follows:

W. W. Mason	Tax Assessor-Collector
Frank Madison	J. P. Precinct No. 1
J. W. Edwards	J. P. Precinct No. 3
D. C. Morgan	County Treasurer

All voted "Aye", motion carried.

IN THE MATTER OF DESIGNATING DEPOSITORY FOR FUNDS OF TITUS COUNTY & COMMON SCHOOL DIST.

Honorable Commissioners' Court of
Titus County
Mt. Pleasant, Texas.

Gentlemen:

We, the First National Bank in Mount Pleasant, Texas, bid one percent interest for any time Deposit for the Public Funds of Titus County and Common School Districts of Titus County for the years 1945 and 1946.

Yours very truly
THE FIRST NATIONAL BANK
MOUNT PLEASANT, TEXAS.
By A. G. Daniel,
President.

COUNTY DEPOSITORY PLEDGE CONTRACT

STATE OF TEXAS |

COUNTY OF TITUS |

KNOW ALL MEN BY THESE PRESENTS:

That The First National Bank of Mt. Pleasant, Texas, County Texas, does hereby pledge and deposit the following securities with the Commissioners' Court of Titus County, in the amount of Ninety thousand No/100 Dollars, upon the terms and conditions and for the purposes hereinafter set forth:

SECURITIES	AMOUNT
U. S. 2 1/2% Treasury Bonds of 1967-72	\$90,000.00
TOTAL	90,000.00

Signed, sealed and dated this the 14th. day of February, A. D. 1945,

The conditions of the above contract are such that, whereas, the above bounden pledgor The First National Bank, Mt. Pleasant, Texas was on the 13th. day of February, A. D. 1945, duly and legally chosen by the Commissioners' Court of Titus County, Texas, as County Depository for said county for a period of two years ending sixty days from the time fixed by law for the next selection of a depository, upon its bidding and agreeing to pay the County of Titus interest on "time deposits" on daily balances kept in said depository of said County of Titus at the rate of one per cent per annum, said interest payable monthly.

NOW, THEREFORE, if the above bounden pledgor The First National Bank Mt. Pleasant, Texas shall faithfully do and perform all the duties and obligations devolving on it by law as the county depository of Titus County, and shall upon presentation pay checks drawn on it by the county treasurer of Titus County, Texas; on "demand deposits" accounts in such depository; and all checks drawn upon any "time deposit" account upon presentation, after the expiration of the period of notice required in the case of "time deposits", and shall faithfully keep said county funds, and account for same according to law, and shall faithfully keep and account for all funds belonging to the County which are deposited with it under the requirements of Article 2547, Vernon's Annotated Civil Statutes, and shall include State funds collected by the Tax Collector, and shall pay the interest at the time and at the rate hereinbefore stipulated on "time deposits"; and shall, at the expiration of the term for which it has been chosen, turn over to its successor all the funds, property, and other things of value, coming into its hands as depository, then and in that event this contract is to be and become null and void and the securities above shall be returned to the pledgor, otherwise to remain in full force and effect, hereby specially authorizing the Commissioners' Court of Titus County, Texas, to sell at public or private sale, with or without notice to the pledgor, the securities, or any part thereof, and apply the proceeds of sale to the satisfaction of any indebtedness arising by virtue of the violation of any or all the conditions of this contract.

The above provision is given in addition to any remedy the pledgor may have in any suit brought on this contract in any court in this State.

Any suit arising out of or in any way connected with this contract, shall be tried in the County of Titus and State of Texas in any Court therein having jurisdiction of the subject matter thereof.

IN WITNESS of all which we have hereunto set our hands and the said The First National Bank, Mt. Pleasant, Texas has caused these presents to be signed with its name and by its President and attested and sealed with its corporate seal the day and year first above written.

(SEAL)

THE FIRST NATIONAL BANK Mt. Pleasant, Texas.
By A. O. Daniel, President, as Principal

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STATE OF TEXAS |
COUNTY OF TITUS |

BEFORE ME, The undersigned authority on this day personally appeared A. G. Daniel President of The First National Bank, Mt. Pleasant, Texas known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the The First National Bank, Mt. Pleasant, Texas, a corporation, for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th. day of February, A. D. 1945.

J. B. Rowland, Notary Public in and for
Titus County, Texas.

(SEAL)

MOTION by Commissioner Wilson, seconded by Comm. Fleming to accept the bid of First National Bank of Mt. Pleasant, Texas for deposit of Titus County Public Funds and Common School District of Titus County Funds, and that the First National Bank of Mt. Pleasant Texas is hereby designated as depository for funds of Titus County and Common School Districts.

Motion submitted all voted "Aye"

IN THE MATTER OF APPOINTING FLOYD KEITH, DEPUTY CO. CLERK.
TO THE HONORABLE Commissioners' Court of Titus County, Texas.

I, Mrs. J.A. Glass, County Clerk of Titus County, Texas, hereby make application for the appointment of Floyd Keith, as Deputy County Clerk for filing, recording and general office work at a salary of \$125.00 per month to be set by the Court.

Probable Annual Receipts	\$6,000.00
Probable Annual Expenses	2,500.00

Respectfully submitted,
Mrs. J. A. Glass, County Clerk
Titus County, Texas.

Motion by Comm. Fleming, seconded by Comm. Goodwin to authorize Mrs. J. A. Glass to appoint Floyd Keith as Deputy County Clerk, at a salary of \$125.00 per month. All voted "Aye", motion carried.

IN THE MATTER OF APPOINTING ELECTION MANAGERS FOR THE YEAR 1945

Motion by Commissioner Goodwin seconded by Commissioner Banks to appoint General and Special Election Managers for the year 1945 as follows:

- PRECINCT NO. 1: Elmer Lea, Presiding Judge; J. H. Brooks, Asst. Judge.
- PRECINCT NO. 2: R. R. Gilpin Presiding Judge; Meek Page, Asst Judge; Louis Croxton & Mrs. Jack Barnett, Clerks.
- PRECINCT NO. 3: G. W. Mabane, Pres. Judge; H.W. McCollum, Asst Judge; Mrs. Joe Mabane & Mrs. Roy Mansley, Clerks
- PRECINCT NO. 4: L. F. Stuart, Pres. Judge; T. B. Barr, Asst Judge; C. L. Stroman & Jim Teague, Clerks.
- PRECINCT NO. 5: Clarence Harris Pres. Judge; Myrtle Flanagan Asst Judge; Mrs. May Blackburn, Clerk & Loyd Haren, Clerk
- PRECINCT NO. 6: W. B. Garner, Pres. Judge; Otis Ferguson Asst. Judge; Ben Southerland Clerk & Mrs. O. L. Taylor, Clerk

- PRECINCT # 7: E. C. Sims, Pres. Judge; Ross McKelhaney Asst Judge; Luther Adams, Clerk & Mrs. Ralph Praeley, Clerk
- PRECINCT # 8: T. C. Walker, Pres. Judge; J. A. Petty Asst. Judge; Allen Wheeler Clerk
- PRECINCT # 9: A. V. McElroy, Pres. Judge; Mrs. O. B. Hopwood, Asst. Judge; Miss Kate Moore, Clerk; H. Y. Foster, Clerk.
- PRECINCT #10: A. A. Cameron, Pres. Judge; Buck Roney, Asst. Judge; John McKelvey, Clerk Mrs. J. T. Crabtree, Clerk
- PRECINCT #11: Joe Temple, Pres. Judge; Mrs. A. P. King, Asst Judge; A. J. Luna, Clerk Mrs. Cranford Merramore Clerk
- PRECINCT #12: Stewart Dale, Pres. Judge; B. F. Culver, Asst. Judge.
- PRECINCT #13: J. A. Davis, Pres. Judge; Mrs. W. O. Keaney Asst. Judge; Mac Masters, Clerk Mrs. A.A. Kirk;
- PRECINCT #14: W. M. Henderson, Pres. Judge; Fred Traylor Asst. Judge; Rufus Payne, Clerk James Adams, Clerk
- PRECINCT #15: Merwin Brown, Pres. Judge; Fred Mercer; Asst. Judge; Mrs. Florence Sloan Clerk; Mrs. Neely Poeg, Clerk

Motion submitted all voted "Aye" motion carried.

Clerk to notify all appointees.

IN THE MATTER OF AWARDING CONTRACT FOR COLLECTION OF DELINQUENT TAXES TO T. R. FLOREY, JR.
THE STATE OF TEXAS I

COUNTY OF TITUS | KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Commissioners' Court, after having given to the County Attorney of Titus County thirty days' written notice to file delinquent tax suits, and

- (1) said attorney having - - - - to do so,
- (2) having received from him a written statement dealing the request of this Court to file delinquent tax suits, for reasons therein stated, and waiving his right to the 30-day period and consenting to the Court's entering into a contract with others for the collection of delinquent taxes, without awaiting the 30 day period,

and a record thereof having been made in the minutes of said Court; and

WHEREAS, the Commissioners' Court of Titus County, Texas, joined by the Comptroller of Public Accounts of the State of Texas, deem it necessary and expedient to contract with some competent attorney to enforce the collection of all delinquent State and county taxes for a per cent of said taxes, penalties and interest actually collected and paid to the collector of taxes, as provided in Chapter 21, Acts of the Third Called Session of the Thirtieth Legislature, Article 7335, Revised Civil Statutes, 1925, Chapter 8, Acts Fourth called Session of the Forty-first Legislature, Article 7335a, Vernon's Ann. Civ. St.; and Chapter 229, Acts of the Forty Second Legislature, Article 7264a, Vernon's Ann. Civ. St., and

WHEREAS, after making an investigation into the competency, experience and ability of T. R. Florey, Jr a licensed attorney whose post office address is Mt. Pleasant, Texas as to his fitness for said work, and after considering the same, are of the opinion that he is a proper party to take such steps as may be necessary to enforce or assist in the enforcement of the collection of such delinquent taxes by the preparation, filing and pushing to a speedy conclusion all suits for the collection thereof; and that he has no official connection with any county office within said county, and that he is not related within the second degree by affinity or within the third degree of consanguinity to any member of the Commissioners' Court, the tax collector, or county or district attorney, now holding office in said county.

NOW, THEREFORE, THIS CONTRACT made and entered into by and between the County of Titus Texas, a body politic and corporate, acting herein, by and through its Commissioners' Court, joined by the Comptroller of Public Accounts of the State of Texas hereinafter styled First Party, and T. R. Florey, Jr. of the County of Titus, State of Texas hereinafter styled Second Party;

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WITNESSETH

I.

First Party agrees to employ and does hereby employ Second Party to enforce by suit or otherwise, and to aid and assist the local officers in the enforcement of the collection of all delinquent State and County ad valorem taxes, penalty and interest, and all delinquent taxes, penalty and interest (except taxes of independent school districts and incorporated cities and towns) due any and all political subdivisions or defined districts of said county and State which the county tax collector receives and receipts for, under the provisions of Article 7254 and 7257, R.S. 1925, and shown to be delinquent upon the delinquent tax records of said county from 1919 to the date of the termination of this contract as fixed in Section IX hereof, (including such personal property or insolvent taxes as the Commissioners' Court and Second Party mutually deem collectible).

II.

Taxes which are not now delinquent but which hereafter during the term of this contract are allowed to fall delinquent shall become subject to the terms of this contract on September 1st. of the year in which the same shall become delinquent. And, further, with reference to taxes not now delinquent but which become delinquent during the term hereof, or taxes which may have fallen delinquent on February 1st, or subsequent thereto next preceding the date of this contract, it is agreed that where suit is or has been brought on any property for prior years' delinquent taxes, second party shall include in his action all taxes on the property involved, delinquent before trial, whether before or after September 1st of such year, and where the State and County are impleaded or intervene in a suit brought by another taxing unit, it shall be second party's duty to include in his answer or intervention all taxes delinquent before trial, on the property involved, whether such taxes shall fall delinquent before or after September 1st of such year and in all such cases second party shall be entitled to the commission herein provided for collecting delinquent taxes.

III.

Second Party is to call to the attention of the County tax collector or other officials any errors, double assessments, or other discrepancies coming under his observation during the progress of the work, and all charges on the tax rolls that show from 1919 to the date of the termination of this contract to be delinquent, which are caused through error, conflicts double renditions, illegal assessments, etc. A cancellation certificate shall be prepared on forms furnished by the State Comptroller of Public Accounts, Austin, Texas, showing how such errors come about and which shall be sufficiently full and complete as to justify the Commissioners' Court in ordering a cancellation certificate issued and that will meet with the approval of the Comptroller of Public Accounts, Austin, Texas.

IV.

Second Party hereby agrees and obligates himself to communicate with each and every person, firm, association or corporation owing any of such taxes, with the view of collecting same and shall, before filing suits for the recovery of delinquent taxes for any year or years, prepare and mail delinquent tax notices to the owner or owners of said property at their last known address, covering all delinquent taxes shown to be due on the tax rolls of said county, as provided for in Article 7324, Revised Civil Statutes, 1925, as amended by Chapter 117, page 196, Acts of the Forty Second Legislature, Regular Session. In the event the taxes, together with penalty and interest are not paid within thirty (30) days from the date of such statements and notices are mailed,

then Second Party shall prepare, file and institute, as soon as practical thereafter, a suit for the collection of said taxes, penalty and interest, which suit shall include all past due taxes for all previous years on such tract or tracts and where there are several lots in the same addition or subdivision delinquent, belonging to the same owner or owners, all said delinquent lots shall be made the subject of a single suit, and which suit shall be prosecuted with dispatch to final judgment and sale unless said taxes are sooner collected.

V.

Second Party, where it is necessary to prepare and file suits for the enforced collection of delinquent taxes on real property shall make and furnish an abstract of the property which shall show the amount of delinquent taxes due against each and every tract, lot or parcel of land, and shall show the number of acres so delinquent and a correct description of the property, the year delinquent, how it was charged upon the tax rolls, the correct name of owner or owners of the property at the time it became delinquent, the person from whom and the date that he or they derived title to said property and the volume and page of public records that his or their deed or other title evidence is of record, and the date that each subsequent change of ownership occurred down to the present ownership; it shall further show the name or names and all outstanding lien holders and leasehold interests of record, and all other information necessary for the proper preparation and filing of suit or suits for the collection of delinquent taxes. And in case such abstract is not placed with the papers in a court proceeding it shall be filed with the tax collector for the purpose of maintaining its preservation until such time as all of the taxes to which it pertains, or such part thereof as are held to be due, or paid.

VI.

Second Party shall prepare or aid and assist the County or district attorney in preparing all petitions, citations, notices by publication, personal service citations, notices by posting, judgments, notices of sale, orders of sale and any and all other things necessary or required to be done for the collection of all delinquent taxes, and shall render all necessary and proper assistance to each of the other officers to the end that all taxes assessed or unknown and unrendered now delinquent, or that may become delinquent during the life of this contract and be so reported on Comptroller's forms provided therefor, may be collected, and when collections are not made, to assist in reducing same to final judgment and sale.

VII.

It being further agreed and understood that Second Party shall furnish at his own expense, all stationery, legal blanks or forms, stamps, envelopes and printing, together with all labor necessary to complete said contract; and that Second Party shall pay off and discharge any and all bills for, and other expenses incurred in the prosecution of said work, and it is hereby understood and agreed that said First Party shall not be responsible for the payment of such expense or any part thereof.

VIII.

First Party agrees to pay to Second Party as compensation for the services hereunder required 10 per cent (not to exceed fifteen (15) per cent) of the amount collected of all delinquent taxes, penalty and interest of the years covered hereby, actually collected and paid to the collector of taxes during the term of this contract, of which Second Party is instrumental in collecting as evidenced by copies of communications, tax notices or abstracts filed with the tax collector prior to the payment of such tax, including collection of taxes on property not appearing on the assessment rolls nor shown delinquent but which would have been so shown had it been properly assessed, discovered by said Second Party,

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as and when collected, following the end of each month within the period of this contract, accordingly as the collector makes up his monthly reports; provided, cost of collecting delinquent taxes shall not exceed the amount of penalty and interest, or an amount equal to such penalty and interest of all delinquent taxes collected under the terms of this contract (Chapter 229, Sec. 2, Regular Session forty-second Legislature, having reference to the regular 8% penalty and 6% interest). The per cent of compensation here referred to shall be contingent upon the collection of such taxes as by act of the Legislature are required to be collected. Should any remission of penalty and interest on taxes appearing on the delinquent records be made by legislative enactment effective during the period of this contract, the same shall not be collected nor commission allowed thereon. Also, ad valorem taxes, delinquent, levied against state owned property for county and district purposes, the payment of which is to be taken care of by Legislative appropriation provided for by Statute, are excluded from the provisions of this contract.

II.

This contract shall be in force from January 15, 1945 to December 31, 1945, both dates inclusive (not to extend beyond December 31, 1945, the end of the present administration of the Commissioners' Court), and at the expiration of said period, this contract shall terminate, except the contractor shall be allowed six months in which to prosecute to trial court judgment suits filed prior to December 31, 1945, terminating date of this contract provided, and shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. The Commissioners' Court and the State Comptroller shall have the right to sooner terminate this contract for cause giving thirty (30) days' written notice of such intention, with a statement of the cause or reason for such termination, after giving Second Party a reasonable opportunity of explaining or rectifying the same. In case of such termination, Second Party shall be entitled to receive and retain all compensation due up to the date of said termination.

X.

Before any Commissions are paid out under the terms of this contract, Second Party shall furnish a good and sufficient bond, payable to the County judge and to his successors in office, in the sum of \$5,000.00 Dollars, (not to be less than \$5000 accordingly as the Commissioners' Court deems just and proper) to be executed by a solvent surety company, or if executed by private parties, the bond shall be signed by at least three good and sufficient sureties owning unincumbered real estate subject to execution, of value equal to the amount of bond and conditioned upon the specific performance of the terms hereof, including the making of reports, provided for in Section XI of this contract, and further conditioned that he shall forthwith pay over to the tax collector, or other persons justly entitled thereto, any money or commissions paid him by mistake, through error, or otherwise, to which he is not entitled under the terms of this contract. Said bond shall be approved in open Commissioners' Court signed by the County judge, filed and recorded in the county clerk's office, and a certified copy of same furnished the State Comptroller.

XI.

At the end of each month, or as soon thereafter as the tax collector shall have made up his report showing collections made for such month, said Second Party shall have access to said report and shall by comparison of the same with his own files or records of service, copies of which he has filed with the tax collector, make up in triplicate

a report of collections out of which he is entitled to commission under the terms of this contract. Second Party shall also have access to the collector's receipts for such collections and shall, in his reports to be made on forms furnished by the Comptroller, show each year and the taxes collected therefor on a separate line. Also, where collectors are made after suit has been filed and commission allowed at a greater or different rate under the terms of this contract, Second Party being guided by the file docket of the clerk of the court, shall prepare and attach to his reports to be filed with the tax collector a list showing number of suit and date filed.

After the report has been signed and sworn to by Second Party, two copies of the same shall be delivered to the Tax Collector, one to be attached to and sent with the Collector's monthly report to the Comptroller, the other filed in the Collector's office, and the third copy to be retained by the Second Party.

XII.

Each month, after having received copies of the contractor's report as provided for in the preceding section, and checked the list of taxes shown therein with his own report and with copies of communications filed with him, as provided for in Section XIII of this contract, and after having verified the correctness of commissions claimed, the county tax collector is hereby authorized ordered and directed to deduct the above specified per cent of said taxes, penalty and interest, or such amount as can be allowed under the penalty and interest restriction, to which Second Party is entitled, and to pay the same to him, unless otherwise herein directed and to take his receipt as provided for on Form 107, Contractor's Report, which when received in the Comptroller's office will be the Comptroller's authority to allow the said tax collector credit for the amount so paid; provided, that the tax collector before complying with the provisions of this section shall first satisfy himself that the bond required of Second Party under the provisions of Section X of this contract has been approved and placed on record in the office of the county clerk, and it is here further provided, that should any question arise regarding commission claimed the tax collector shall withhold the payment of such commission or an amount equal thereto, placing the same in escrow, and apply to the State and county, accordingly as they may be effected, for information and direction as to the proper amount of commission due to be allowed under the terms of this contract.

NOTE: Should the Commissioners' Court and the contracting party elect that the commissions withheld be placed in an escrow fund and paid to second party otherwise than as provided in Section XII of this contract, another section setting forth the method of payment to the contracting party should be added to and inserted in this contract preceding the last page prepared for the signatures of the contracting parties.

XIII.

In order that the tax collector may be able to verify and attest the correctness of commissions claimed by Second Party, as evidence of service and to entitle him to the commissions provided for in this contract. Second Party shall file with the tax collector prior to time of payment, copies of such communications, tax notices or abstracts which shall be preserved by the tax collector in some systematical order as will make them easily accessible for the purpose of verification or for such other value as the same may have in case it becomes necessary for the county and state to buy in such properties at tax sales, said copy or copies shall also contain such information or reference as will enable the tax collector to readily locate the tax as it appears on his delinquent forms and/or delinquent records.

XIV.

It is further agreed and understood that this contract is for personal services and is not transferable or assignable without the written consent and approval of First Party.

It is also agreed that the Commissioners' Court of said county shall furnish suitable space in or near the courthouse as convenient to the records of said county as may be for the purpose of carrying out this contract.

XV.

It shall be the duty of the Commissioners' court and of all other officials of said county to cooperate with and render such reasonable assistance to said Second Party as the circumstances may require, said assistance, however, is not to include the actual performance of the work herein designated to be performed by Second Party; and it being the duty of the county attorney or of the district attorney (where there is no county attorney) to actively assist Second Party in the filing and pushing to a speedy conclusion all suits for the collection of delinquent taxes, it is hereby provided that where the county or district attorney (where there is no county attorney) shall fail or refuse to file and prosecute such suits in good faith, the attorney prosecuting suits under this contract is more fully empowered and authorized to proceed with such suits without the joinder and assistance of said county or district attorney.

IN CONSIDERATION of the terms and compensation herein stated, the Second Party hereby accepts said employment and undertakes the performance of said contract as above written.

WITNESS the signatures of all parties hereto in triplicate originals, this the 15 day of January, A. D. 1945. Titus County, State of Texas.

By Ed Dickson, County Judge,
L. C. Banks, Commissioner Prec. No. 1
Neil Fleming, Commissioner Precinct No. 2
C. H. Wilson, Commissioner Precinct No. 3
C. N. Goodwin, Commissioner Precinct No. 4.
FIRST PARTY

T. R. FLOREY, JR.,
SECOND PARTY

THE STATE OF TEXAS
DEPARTMENT OF COMPTROLLER

I, the undersigned, Comptroller of Public Accounts of the State of Texas, hereby join the Commissioners' Court in the above contract to enforce the collection of delinquent taxes in said county, on this the 8 day of Feb. A.D. 1945.

Geo. H. Sheppard,
COMPTROLLER

Examined and approved this 8 day of February, 1945.

O. K. Blackburn

Grover Sellers,
ATTORNEY GENERAL

There being no further business before the court, motion by Commissioner Banks, seconded by Commissioner Goodwin to adjourn, all voted "Aye" motion carried.