

July 1946

SPECIAL SESSION January 3rd. 1946

BE IT REMEMBERED, that the Commissioners Court of Titus County, Texas, met in Special Session at the Courthouse in Mt Pleasant, Texas this 3rd. day of January 1946, with the following members present; to-wit

Ed Dickson	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
Mrs. J. A. Glass	County Clerk Prec.

and the following proceedings were had, to-wit:

 IN THE MATTER OF RESOLUTION AND ORDER IN REGARDS TO DELINQUENT TAX CONTRACT.

On this the 3rd. day of January, 1946, at a Special meeting of the Commissioners' Court of Titus County, Texas, there came on for consideration the making of a contract for the collection of delinquent taxes, and motion was made by Neil Fleming County Commissioner of Precinct No. 2, seconded by C. N. Goodwin County Commissioner of Precinct No. 4. That subject to approval by the Comptroller of Public Accounts and Attorney General of Texas said Commissioners' Court in behalf of said County do make and enter into a contract with T. R. Florey, Jr. a licensed attorney, for the latter to collect delinquent taxes in said county for 15% of the amount of taxes, penalty and interest collected, said contract to end on the 31 day of December 1946, with six months thereafter to complete pending suits, requiring said attorney to give bond in the sum of \$5000.00, and to be on forms currently promulgated and recommended by the State Comptroller.

Said motion being put to vote, it carried by a vote of 4 to 0. Those voting "Aye" were:

Neil Fleming
 C. N. Goodwin
 L. C. Banks
 C. H. Wilson

It is therefore ordered that said contract be prepared and executed, submitted to the Comptroller of Public Accounts and Attorney General of Texas, and if approved by them recorded in the minutes of this court.

Ed Dickson, County Judge
 L. C. Banks
 County Commissioner Precinct #1
 Neil Fleming
 County Commissioner Precinct #2
 C. H. Wilson
 County Commissioner Precinct #3
 C. N. Goodwin
 County Commissioner Precinct #4

M780281

*Subscribed
waived*

IN THE MATTER OF WAIVER IN REGARDS TO DELINQUENT TAX CONTRACT:

WAIVER

STATE OF TEXAS |
COUNTY OF TITUS |

I, the undersigned County Attorney of Titus County, Texas, do hereby acknowledge that the Commissioner's Court of said County has notified me to file suit for the collection of delinquent taxes in said county. However, due to the fact that it would be physically impossible for me to personally file and handle such suits and, at the same time, to properly discharge the other duties of my office and, to the further fact that the statutes do not provide adequate compensation for a County Attorney to file and prosecute suits for delinquent taxes, but do make adequate provisions for other attorneys to handle the same, I do hereby decline to file such suits and do hereby waive the thirty days' written notice provided in Article 7335, Revised Civil Statutes, and do hereby agree that the Commissioners' Court of said County may contract with some other competent attorney to enforce or assist in the enforcement of the collection of delinquent State and County taxes.

Witness my hand this the 3rd. day of January, A. D. 1946.

L. W. Vance, County Attorney
Titus County, Texas.

IN THE MATTER OF CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS |
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 having received from him a written statement declining the request of the 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 Thirty-eighth Legislature, Article 7335, Revised Civil Statutes, 1925, chapter 8, Acts Fourth called session of the Forty-fifth 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;

W I T N E S S E T H

I.

First Party agrees to employ and does hereby employ Second Party to enforce by suit or otherwise, and to aid and assist the legal 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 town) 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 Articles 7254 and 7257, R. C. 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 came 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 of any and all outstanding lien holders and lease hold 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, are 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 citation, 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 of any part thereof.

VIII.

First Party agrees to pay to Second Party as compensation for the services hereunder required 15 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 communication, 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, 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.

IX.

This contract shall be in force from Jan 3rd. 1946 to Dec 31st. 1946, both dates inclusive (not to extend beyond December 31, 1946, 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 prior to Dec. 31st. 1946, 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 five thousand 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 41 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.

II

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 collections 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.

III

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 make 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 I 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 Commissionera withheld be placed in an escrow fund and paid to Second Party otherwise than as provided in Section XIII 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 not 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 not county attorney) shall fail or refuse to file and prosecute such suits in good faith, the attorney prosecuting suits under this contract is here 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 3rd. day of January A. D. 1946. Titus County, State of Texas.

By

ED DICKSON, County Judge

L. C. WANKS,
Commissioner, Precinct 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 16 day of Jan. A. D. 1946.

GEO. H. SHEPPARD
Comptroller

Examined and approved this 16 day of January, 1946.

Grover Sellers,
Attorney General

surety bond

IN THE MATTER OF APPROVING BOND OF DELINQUENT TAX CONTRACTOR

THE STATE OF TEXAS |

COUNTY OF TITUS | KNOW ALL MEN BY THESE PRESENTS:

THAT WE, T. R. Florey, Jr. as Principal, and United States Fidelity & Guaranty Company as sureties, are held and firmly bound unto Ed Dickson, County Judge of Titus County and his successors in office in the just and full sum of Five Thousand Dollars, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents;

Whereas, the said T. R. Florey, Jr. a licensed attorney whose address is Mt. Pleasant, Texas, has by means of a written agreement dated January 3, 1946, entered into a contract with the Commissioners' Court of Titus County, for the collection of certain delinquent State and County taxes, during the term beginning January 3, 1946, and ending December 31, 1946 a copy of which agreement is by reference made a part hereof.

Now, therefore, the condition of this obligation is such that if the said T. R. Florey, Jr. shall faithfully perform the services required of him by the terms of said contract, including the making of reports provided for in section XI thereof and shall fully indemnify and save harmless the said County of Titus from all cost and damage which it may suffer by reason of his failure to do so, and shall fully reimburse and repay the said County of Titus all outlay and expense which the said county may incur in making good any such default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness our hands.

T. R. Florey, Jr.

UNITED STATES FIDELITY & GUARANTY CO.

By T. C. Walker, Attorney-in-fact

(CORPORATE SEAL)

CERTIFICATE OF COUNTY JUDGE

THE STATE OF TEXAS |

COUNTY TITUS |

The foregoing bond of T. R. Florey, Jr. holding contract for the collection of State and County delinquent taxes in Titus County, Texas was read and approved in open Commissioners' Court this the 3rd. day of January, 1946.

Ed Dickson, County Judge

Titus County, Texas.

IN THE MATTER OF PAYMENT OF CERTAIN SCRIP WARRANTS (ROAD & BRIDGE)

THE STATE OF TEXAS |

COUNTY OF TITUS |

BE IT REMEMBERED that on the 3rd. day of January, 1946, the Commissioners' Court of Titus County, Texas, met in continued regular session at the Court house of said county in the City of Mt. Pleasant, Texas, with the following members present, to-wit:

Ed Dickson	-----	County Judge
L. C. Banks	-----	Commissioner
Neil Fleming	-----	"
C. H. Wilson	-----	"
C. N. Goodwin	-----	"
Mrs. J. A. Glass	-----	County Clerk

There came on to be considered the matter of payment of certain scrip warrants issued by the said Titus County, Texas, properly chargeable to the Road and Bridge Fund of said County and which were issued in payment of accounts for current expenses incidental to and in connection with, for and on the roads, bridges and highways of said County; and the issuance of a refunding warrant therefor;

Commissioner Banks presented for consideration an order and moved its adoption. Said motion was seconded by Commissioner Fleming. After due consideration and discussion of said order by the Court, the County Judge put the motion for a vote to the members of said Court and said vote was as follows:

AYES: Commissioner Banks, Fleming, Wilson and Goodwin

NOES: None

and said motion was declared passed and said order duly adopted.

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

7 WHEREAS, on the 12th. day of December, 1945, certain scrip warrants were ordered issued by Titus County, Texas, in payment of accounts for current expenses regularly audited and approved incidental to and in connection with, for and on the roads, bridges and highways of said County and properly chargeable to the Road and Bridge Fund of said County; and

WHEREAS, at the time such warrants were issued and such debt created said court duly passed and adopted an order setting apart and pledging for their payment the proceeds from the automobile and motor vehicle registrations of 1942 apportioned to the Road and Bridge Fund of Titus County, and which scrip warrants are described as follows:

Warrant No.	DATE	PAYEE	AMOUNT
2826	12/12/45	James Freeman	28.00
2836	12/12/45	Junior Thompson	8.00
2824	"	Al Freeman	20.00
2825	"	W. D. Pascock	45.00
2820	"	Bill Watkins	54.90
2837	12/12/45	Mrs. A. A. Brown	1.80
2878	"	First National Bank	5.55
2879	"	Joe Dalby	1.31
2880	"	O. C. Falls	1.50
2881	"	Walter G. Jackson	3.25
2882	"	Brown's Tire Co.	47.85
2846	"	R. A. Barnard	3.50
2889	"	J. E. Tinker	12.15
2883	"	D. M. McClure Equip. Co.	2.45
2884	"	Browning Ferris Mach. Co.	23.96
2842	"	L. C. Banks	25.00
2877	"	Brown's Tire Co.	10.50
2847	"	R. A. Barnard	7.75
2840	"	Bill Gates	8.00
2839	"	Al Freeman	31.10
2828	"	Clarence Spruill	40.00
2833	"	W. H. Roberts	57.70
2819	"	Loyd Autry	61.10
2829	"	John Gipson	44.00
2821	"	Arlie McVreger	48.00
2848	"	C. M. Broach	2.00
2849	"	Keith & Scoggia	2.50
2843	"	Neil Fleming	25.00

Warrant No.	Date	Payee	Amount
2831	12/12/45	Homer Floyd	30.00
2834	"	T. O. Cameron	28.80
2827	"	James Freeman	4.00
2823	"	Al Freeman	12.00
2852	"	J. B. Osborn	9.00
2851	"	Leonard Banks	20.58
2853	"	Brown's Tire Co.	3.00
2854	"	Hunt Plumbing Supply Co.	2.25
2855	"	R. B. George Equip Co.	208.76
2856	"	Spencer-Harris Mach & Tool Co.	211.72
2844	"	C. H. Wilson	25.00
2822	"	"l Freeman	12.00
2832	"	Gus Thompson	42.00
2857	"	Buck Gelf	20.25
2841	"	Bill Thomas	20.00
2835	"	Leas Vanzandt	34.00
2858	"	Floyd W. Thomas	4.15
2859	"	O. C. Garrett Hardware	7.00
2845	"	C. N. Goodwin	25.00
2864	"	Daffer Truck & Impl. Co.	16.25
2865	"	Daffer Truck & Impl. Co.	6.00
2866	"	"	1.25
2860	"	C. C. Clark Tire & Battery Co.	6.00
2861	"	"	6.90
2862	"	"	11.50
2863	"	"	180.35
2867	"	Johnson-Justiss Motor Co.	7.50
2868	"	"	51.70
2869	"	O. B. Coalaby	18.45
2870	"	"	52.10
2871	"	"	19.85
2872	"	Irvin-Sandlin Chev. Co.	9.50
2873	"	"	46.98
2874	"	"	41.80
2875	"	Ray Circle	8.00
2876	"	"	27.80
2910	12/22/45	Ed Dickson	152.20
2897	"	Neil Fleming	145.20
2898	"	C. H. Wilson	147.20
2899	"	C. N. Goodwin	145.20
2906	"	R. L. Thomas	137.60
		Total	\$2535.84

WHEREAS, all of the above mentioned scrip warrants were and are valid obligations upon the Road and Bridge Fund of said County; and it appears that the holders of said warrants have duly presented the same to The First National Bank in Mt. Pleasant, Texas, being the depository for said County, and that said bank has duly paid the same and is now the legal owner and holder thereof; and

WHEREAS, although said bank has paid with said warrants for said County, there are no funds on hand belonging to said County at this time against which said warrants may be charged; and that unless such warrants are refunded as hereinafter provided default by said County on its said indebtedness shall occur; and

WHEREAS, it is contemplated that said County will receive for the months of January, February, March, April and May of 1946, prior thereto and thereafter, certain funds and monies as its part or portion due for automobile and other motor vehicle licenses and registrations in said County for said year, and that same will become a part of the Road and Bridge Fund of said County; and that it is the desire of this court that a refunding warrant be issued to said bank in lieu of and for the above mentioned scrip warrants as hereinafter more particularly set out;

NOW, THEREFORE,

BE IT ORDERED BY THE COMMISSIONERS' COURT OF TITUS COUNTY, TEXAS:

That

For the purpose of evidencing the obligation of Titus County, Texas to The First National Bank in Mt. Pleasant, Texas, for the total sum of \$2535.84 for the above itemized scrip warrants on the Road and Bridge Fund of said County and paid by said bank for said county, there shall be and is hereby issued a refunding note or warrant of said County payable to said bank or order and to bear interest at the rate of 6% per annum from date until paid, and which warrant shall be due and payable on or before the 15th day of March, 1946. Said warrant shall be dated December 20th, 1945, and shall be

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executed by the County Judge for and on behalf of said County and attested by the County Clerk under the seal of said Court, and shall be registered by the County Treasurer. Said warrant shall be in substantially the following form:

STATE OF TEXAS

\$2535.84

COUNTY OF TITUS

COUNTY OF TITUS REFUNDING NOTE OR WARRANT

Titus County, Texas, does hereby promise to pay to The First National Bank in Mt. Pleasant, Texas, or order, in the City of Mt. Pleasant, Texas, on or before the 15th. day of March, 1946, the sum of \$2535.84, according to the provisions herein contained, with interest at the rate of 6% per annum.

This warrant is issued by Titus County for the purpose of refunding certain scrip warrants of said County on the Road and Bridge Fund of said County duly authorized by order of the Commissioners' Court of Titus County dated December 12, 1945, and paid for said county to the holders thereof by said bank and all as itemized in the order creating this warrant and authorizing its issuance duly recorded in the Minutes of the Commissioners' Court of Titus County, Texas, said bank being the legal owner and holder of said scrip warrants so refunded.

WHEREAS, it is recited and certified that due proper provisions have been made by the Commissioners' Court of Titus County for the purpose of paying the principal and interest upon this warrant as it matures in obedience and according to the requirements of the Constitution and laws of the State of Texas.

The date of this warrant according to the order of the Commissioners' Court of Titus County providing for its issuance is December 20, 1945.

TITUS COUNTY, TEXAS.

BY _____
County Judge

ATTEST: _____
County Clerk

REGISTERED:

County Treasurer

That the above mentioned scrip warrants shall be cancelled before delivery of said Refunding Note or Warrant;

That to pay the interest on and create a sinking fund to retire said note or warrant at its maturity there shall be and is hereby pledged and set apart unto The First National Bank in Mt. Pleasant, Texas, or other holder of said warrant, the fees, monies and revenue due and owing and that may be paid and collected as the county's part or portion of the automobile license and/or registrations for and on automobile or other motor vehicles paid in said County for the year 1946.

PASSED, APPROVED and ADOPTED on this the 3rd. day of January A. D. 1946.

Ed Dickson,
County Judge, Titus County, Texas.

ATTEST: Mrs. J. A. Glass, County Clerk
Titus County, Texas.

(SEAL)

IN THE MATTER OF PAYMENT OF ROAD & BRIDGE SCRIP WARRANTS:

THE STATE OF TEXAS |

COUNTY OF TITUS |

BE IT REMEMBERED that on the 3rd. day of January, 1946, the Commissioners' Court of Titus County, Texas, met in continued regular session at the Court House of said County in the City of Mt. Pleasant, Texas, with the following members present, to-wit:

Ed Dickson	- - - - -	County Judge
L. C. Banks	- - - - -	Commissioner
Neil Fleming	- - - - -	Commissioner
C. H. Wilson	- - - - -	Commissioner
C. N. Goodwin	- - - - -	"
Mrs. J. A. Glass	- - - - -	County Clerk

There came on to be considered the matter of payment of certain scrip warrants issued by the said Titus County, Texas, properly chargeable to the Road and Bridge Fund of said County and which were issued in payment of accounts for current expenses incidental to and in connection with, for and on the roads, bridges and highways of said County; and the issuance of a refunding warrant therefor.

Commissioner Banks presented for consideration an order and moved its adoption. Said motion was seconded by Commissioner Fleming. After due consideration and discussion of said order by the Court, the County Judge put the motion for a vote to the members of said Court and said vote as follows:

AYES: Commissioner Banks, Fleming, Wilson and Goodwin
 NOES: None

and said motion was declared passed and said order duly adopted.

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

WHEREAS, on the 13th. day of November, 1945, certain scrip warrants were ordered issued by Titus County, Texas, in payment of accounts for current expenses regularly audited and approved incidental to and in connection with, for and on the roads, bridges and highways of said County and properly chargeable to the Road and Bridge Fund of said County; and

WHEREAS, at the time such warrants were issued and such debt created said Court duly passed and adopted an order setting apart and pledging for their payment the proceeds from the automobile and motor vehicle registrations of 1946 apportioned to the Road and Bridge Fund of Titus County, and which scrip warrants are described as follows:

WARRANT NO.	DATE	PAYEE	AMOUNT
2589	11/13/45	L. C. Banks	25.00
2590	11/13/45	Neil Fleming	25.00
2591	"	C. H. Wilson	25.00
2593	"	C. H. Wilson	11.50
2592	"	C. N. Goodwin	25.00
2594	"	C. N. Goodwin	6.00
2595	"	D. M. McClure Equip. Co.	5.11
2596	"	Ed Roberts	1.00
2597	"	Brown's Tire Co.	24.64
2598	"	Joe Dalby	9.07
2599	"	Driggers Lumber Co.	0.80
2600	"	Ervin-Sandlin Chev. Co.	22.45
2601	"	"	11.95
2602	"	Keith & Scoggin Mag. Station	6.50
2603	"	Taloo Asphalt & Ref. Co.	6.27
2604	"	Neil Fleming	20.00
2605	"	R. B. George Equip. Co.	113.15
2608	"	Western Auto Supply Co.	1.99
2609	"	Wordan & Fitch Garage	1.00
2610	"	R. B. George Equip. Co.	11.35
2611	"	Spencer Harris Machine & Tool Co.	0.97
2612	"	Browning Harris Mach. Co.	69.16
2888	"	"	0.03
2613	"	Irvan-Frizzell Parts Co.	3.80
2614	"	"	4.42
2615	"	Daffer Truck & Impl. Co.	9.10
2616	"	"	14.63
2617	"	O. B. Goolsby	56.10
2618	"	Hawkins Tire & Battery Co.	32.95

WARRANT NO.	DATE	PAYEE	AMOUNT
2623	11/14/45	C. C. Clark Tire & Battery Co.	22.30
2624	"	"	24.95
2625	"	"	59.50
2647	"	Johnson-Justiss Motor Co.	60.85
2648	"	"	13.05
2644	"	Floyd D. Thomas Hardware	8.80
2646	"	"	2.05
2646	"	"	7.70
2643	"	Wilson Hardware	6.00
2642	"	Lesley & Caldwell Serv Sta.	2.00
2641	"	L. W. Vance	12.50
2619	"	Mt. Pleasant Motors	66.87
2620	"	"	97.45
2621	"	"	3.80
2622	"	"	50.10
2606	11/13/45	Square Deal Garage	8.00
2607	"	"	2.00
2640	11/14/45	Magnolia Pet. Co.	39.15
2639	"	Arkansas Fuel Oil Co.	240.90
2638	"	A. E. Daniel	75.46
2636	"	R. L. Thomas	1.45
2637	"	Gulf Oil Corp.	1.51
2635	"	The Texas Co.	5.61
2634	"	"	3.10
2561	11/13/45	Al Freeman	112.20
2562	"	Bill Gates	12.00
2563	"	Ramon Blackstone	26.00
2564	"	Albert Riddle	101.80
2565	"	Jewell Lum	98.60
2566	"	Billy Floyd	8.30
2567	"	Homer Floyd	88.80
2569	"	Arthur Logan	8.30
2573	"	Gus Thompson	140.90
2574	"	R. E. Patrick	63.60
2575	"	Rube Pate	46.00
2570	"	Bill Thomas	79.10
2576	"	Loyd Haren	49.90
2577	"	Buck Benefield	24.00
2578	"	Clarence Spruill	38.00
2568	"	Leas Vanzandt	98.60
2579	"	John Gipson	98.60
2580	"	W. H. Roberts	108.80
2581	"	Loyd Autry	108.80
2583	"	Robert May	36.00
2584	"	Bill Watkins	65.50
2585	"	W. D. Peacock	127.70
2586	"	Archie McGregor	129.70
2587	"	"	18.00
2588	"	Shorty Moss	4.00
2582	"	Duffy Moore	68.90
2633	11/14/45	Hall Lumber & Supply Co.	25.92
2632	"	International Creosoting & Const. Co	21.00
2631	"	G. C. Miller	86.80
2630	"	A. G. Pollan	143.60
2629	"	Fred Avery	31.99
2659	11/13/45	W. R. Seaton	96.60
2628	11/14/45	W. H. Whitten	173.49
2660	11/13/45	T. O. Cameron	90.00
2756	11/29/45	Ed Wickson	132.13
2760	11/29/45	L. C. Banks	145.20
2761	11/29/45	Well Fleming	145.20
2762	11/29/45	C. H. Wilson	127.20
2763	11/29/45	C. N. Goodwin	145.20
2764	"	R. L. Thomas	137.60
2571	11/13/45	Vernon McCollum	15.45
2572	"	Sylvanus White	4.35

Total \$4681.47

WHEREAS, all of the above mentioned scrip warrants were and are valid obligations upon the Road and Bridge Fund of said County; and it appears that the holders of said warrants have duly presented the same to The First National Bank in Mt. Pleasant, Texas, being the depository for said County, and that said bank has duly paid the same and is now the legal owner and holder thereof; and

WHEREAS, although said bank has paid said warrants for said County, there are no funds on hand belonging to said county at this time against which said warrants may be charged; and that unless such warrants are refunded as hereinafter provided default by said County on its said indebtedness shall occur; and

WHEREAS, it is contemplated that said County will receive for the months of January, February, March, April and May of 1946, prior thereto and thereafter, certain funds and monies as its part or portion due for automobile and other motor vehicles licenses

and registrations in said county for said year, and that same will become a part of the Road and Bridge Fund of said County; and that it is the desire of this court that a refunding warrant be issued to said bank in lieu of and for the above mentioned scrip warrants as hereinafter more particularly set out;

NOW, THEREFORE,

BE IT ORDERED BY THE COMMISSIONERS' COURT OF TITUS COUNTY, TEXAS,

That

For the purpose of evidencing the obligation of Titus County, Texas, to The First National Bank in Mt. Pleasant, Texas, for the total sum of \$4681.47 for the above itemized scrip warrants on the Road and Bridge Fund of said County and paid by said bank for said County, there shall be and is hereby issued a refunding note or warrant of said County payable to said bank or order and to bear interest at the rate of 6% per annum from date until paid, and which warrant shall be due and payable on or before the 15th. day of March, 1946. Said warrant shall be dated November 13th, 1945, and shall be executed by the County Judge for and on behalf of said County and attested by the County Clerk under the seal of said Court, and shall be registered by the County Treasurer. Said warrant shall be in substantially the following form;

STATE OF TEXAS

\$4681.47

COUNTY OF TITUS

COUNTY OF TITUS REFUNDING NOTE OR WARRANT

Titus County, Texas, does hereby promise to pay to The First National Bank in Mt. Pleasant, Texas, or order, in the City of Mt. Pleasant, Texas, on or before the 15th. day of March, 1946, the sum of \$4681.47, according to the provisions herein contained, with interest at the rate of 6% per annum.

This warrant is issued by Titus County for the purpose of refunding certain scrip warrants of said County on the Road and Bridge Fund of said County duly authorized by order of the Commissioners' Court of Titus County dated November 13, 1945, and paid for said county to the holders thereof by said bank and all as itemized in the order creating this warrant and authorizing its issuance duly recorded in the minutes of the Commissioners' Court of Titus County, Texas, said bank being the legal owner and holder of said scrip warrants so refunded.

WHEREAS, it is recited and certified that due and proper provisions have been made by the Commissioners' Court of Titus County for the purpose of paying the principal and interest upon this warrant as it matures in obedience and according to the requirements of the Constitution and Laws of the State of Texas.

The date of this warrant according to the order of the Commissioners' Court of Titus County providing for its issuance is November 13, 1945.

TITUS COUNTY, TEXAS.

BY _____
County Judge

ATTEST: _____
County Clerk

REGISTERED: _____
COUNTY TREASURER

That the abovementioned scrip warrants shall be cancelled before delivery of said Refunding Notes or Warrant;

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That to pay the interest on and create a sinking fund to retire said note or warrant at its maturity there shall be and is hereby pledged and set apart unto The First National Bank in Mt. Pleasant, Texas, or other holder of said warrant, the fees, monies and revenues due and owing and that may be paid and collected as 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 1946.

PASSED, APPROVED and ADOPTED on this the 3rd. day of January, A. D. 1946.

ad Dickson, County Judge,
Titus County, Texas.

ATTEST: Mrs. J. A. Glass,
County Clerk, Titus County, Texas.

(SEAL)

There being no further business before the court, motion by Commissioner Banks, seconded by Commissioner Goodwin to adjourn until Regular Court day, motion submitted all voted "Aye", court adjourned.
