

SPECIAL TERM - June 22, 1953.

BE IT REMEMBERED That the Commissioners Court of Titus County, Texas, met in Special Session at the Courthouse in Mt. Pleasant, Texas, with the following members present, to-wit:

Harry Taylor	County Judge
Hollie Banks	Commissioner Precinct 1
J. Q. Roper	Commissioner Precinct 2
Eugene Mankins	Commissioner Precinct 3
J. R. Ponder	Commissioner Precinct 4
J. H. Rudd	County Clerk

and the following proceedings were had, to-wit:

IN THE MATTER OF HEARING OF EQUALIZATION BOARD:

STATE OF TEXAS |

COUNTY OF TITUS |

BE IT REMEMBERED that on the 26th day of May, A. D. 1953, the Board of Equalization of Titus County, Texas, convened in final hearing for the purpose of reviewing all renditions made to said Titus County, for the year 1953, and to hear evidence pertaining to the value of properties of any of the hereinafter named persons, companies or corporations, and after final hearing, it is hereby ordered by the Board of Equalization that the Tax Assessor of said Titus County is hereby ordered and directed to raise and/or lower the value of the renditions of the following named persons, companies or corporations, as follows:

NAME	AMOUNT
Adams & Lyles	\$ 48390
Adams, Fred J.	910
Algord Oil Co.	260
American Liberty Oil Co.	10
American Liberty Oil Co.	862780
American Liberty Oil Co.	279440
Arcadia Refg. Co.	4890
Arkansas Fuel Oil Co.	3650
Bank, Citizens Natl. Exec. (Tyler)	1010
Bank, First Natl. Tr. (Pt. Worth)	790
Bauchman, James B.	20
Bauchman, John A.	20
Bauchman, Mrs. Leila A.	40
Bowman, Mrs. O. J. etal	800
Bowman, Mrs. O. J.	30
Bristol, Gertrude R. Tr.	20
Broderick, Mrs. Elis.	450
Bryson, Miss Myrtle etal	2550
Burke, J. Afton	240
Burke, J. Afton	50
Burke, J. Afton	10
Burke, J. Harry	1490
Byars, B. O.	29550
Byars, Billy G. & Emily	150
Byars, Emily O.	2010
Byars & Bell	7320
Byars & Pounds	23540
Byrd, D. H.	570
Canadian Exploration Co.	1410
Cascade Pet. Co.	20
Case-Pomeroy Oil Corp.	380
Cities Service Oil Co.	12090
Continental Oil Co.	4450
Cook, Olene	30
Cowan, Richard T.	120

NAME	AMOUNT
Devey, M. A. Jr.	10
Deep Rock Oil Corp.	550
Delta Drig. Co.	1580
Delta Gulf Drig. Co.	580
Edson Pet. Co.	570
Employers Reinsurance Corp.	130
Fair, Ralph E. Inc.	50
Fair, Ralph E. Inc.	135950
Fehr, Doris Adams	1370
Fikes, Leland	270
Foster Pet. Corp.	50
Frost, Jack	4230
Genecov, A. S.	10
Genecov, A. S. & Bennie Roosth	10
Great Expectations Oil Corp.	160
Greer, Geo. J.	440
Grelling, L. A.	5520
Griffith, T. B. & W. C.	730
Gulf Oil Corp.	9020
Gulf Oil Corp.	1980
Harrison & Dillard	160
Henderson, H. M. Est.	10
Hinton, Virginia	950
Hinton, W. B.	122640
Hinton, W. B.	3500
Hoghsland, Irene	480
Housh, C. N. Opr.	131660
Housh, C. N.	1500
Housh, C. N.	30
Houston, Lyles	2050
Houston, Reagan IV	2050
Howze Oil Co.	29160
Hudnall, Lometa Anne	320
Hughes, J. K. Oil Co.	2430
Hugas, D. F.	1050
Humble O & R Co.	1239320
Hunt Oil Co.	1580
Huszagh, Dorethea W.	10
Huszagh, Marjorie W.	10
Hyde, C.E.	2800
Hyde, C. E.	8070
Investors Roy. Co. Inc.	10
Johnson, R. Murray	190
Johnston, L. C.	480
Jones-O'Brien, Inc.	9120
Rudman, I.	580
Lilienstern etal	8980
Lion Oil Co.	180
Lone Star Prod. Co.	690
Los Nietos Co.	500
Luse, W. P.	550
Lyles, Geo.	910
Magnolia Pet. Co.	226540
Mead, Shirley Phillips	2860
Midwest Oil Corp.	1600
Moning Dry Goods Co.	12190
Moore, R. E. Tr.	20150
Moore, R. E.	7550
Morse, Jas. F. & Co.	1710
McAdams, J. B.	140
McAlester Fuel Co.	1510
McBee, Wm. D.	580
McClanahan, Mrs. Nora Lee	3150
Nenney, W. F.	10
Newsom, Mrs. Edna L.	40
North Central Tex Oil Co. Inc.	10280
O'Brien, R. J. etal	1020
Ohio Oil Co., The	130
Payne & Johnston	3120
Pendleton, Gertrude O.	460
Penick, Lynette Adams	1370
Perryman, C. W.	250
Peveto, R. L.	36870
Pewitt, P. H.	395450
Phillips Pet. Co.	1700
Phillips, A. O.	162010
Placid Oil Co.	110
Republic Supply Co.	2700
Richards, Winifred Adams	1370
Richardson, Gertrude W.	1100
Robinson, Heath W.	220
Rudco O & G Co.	300
Rushing, J. S.	34360
Rutherford, P. R.	2100
Sabine Royalty Corp.	2530
Samuel, E. H.	6480
Shaw, T. L.	12800
Shaw, Truxton	110
Shield, Fred W.	20
Shell Oil Co.	3130
Sinclair Oil & Gas Co.	2660

NAME	AMOUNT
Sinclair Refg. Co.	1700
Skelly Oil Co.	870
Sklar, Sam Tr.	190
Smith, W. Bruner	2990
Sohio Pet. Co.	900
Stenclind O & G Co.	210330
Stroube & Stroube	1740
Sun Oil Co.	1200
Sunray Oil Corp.	250
Superior Oil Co.	1050
Texas Co., The	4810
Texas Pacific Coal & Oil Co.	340
Thompson, Stanley A.	800
Three States Nat. Gas Co.	134960
Tide Water Asso. Oil Co.	110880
Toklan Royalty Corp.	40
Union Oil Co. of Calif.	620
Union Prod. Co.	3300
Vensble, R. H.	5800
Weinert, H. H.	150
Weisner, Raymond A.	30
Windsor, John H. Est	30
Windsor, W. C.	2000
Windsor, W. C. Trust #1	2040
Windsor, W. C. Trust #2	1350
Windsor, W. C. Jr.	1100
Witt, J. E.	720
Zeppa, J.	3360

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UTILITIES

American Tel. & Teleg. Co.	8500
Arkt. La. Gas Co.	138020
Bowie-Cess Elec. Co-op Inc.	46270
Community Public Ser. Co.	10500
General Tel. Co. of the Southwest	800
Southwestern Bell Tel. Co.	122700
Southwestern Gas & Elec. Co.	114200
Southwestern States Tel. Co.	4000
Southwestern Transportation Co.	580
Western Union Teleg. Co.	3670
American Liberty P. L. Co.	82480
Humble Pipe Line Co.	177790
Magnolia P. L. Co.	124440

TOTAL Rendered	5111800
Total Unrendered	839470
Grand Total	5951270

IN THE MATTER OF LEASE AGREEMENT WITH MILLER-WARD MACHINERY COMPANY:

THIS LEASE, made this the 22nd day of June, 1953, between Miller-Ward Machinery Co. of Tyler, Texas, hereinafter known as LESSOR, and Titus County, Precinct 3, a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONERS' COURT pursuant to an order duly and regularly passed on the 22nd day of June 1953, witnesseth that:

Whereas, the LESSEE requires the use of the following equipment:

1 - Used Model "G-6" Seaman Pulvi-Mixer, Serial # 7, Pull Type, hereinafter referred to as Equipment for the purpose of building and maintaining roads; and whereas, there is now available, and will be available in said County's Road and Bridge Fund, monies which it may lawfully spend for leasing said Equipment.

1. Now therefore, the LESSOR in consideration of the payment of \$1,000.00 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Equipment for a minimum period commencing on the date of this LEASE and ending April 15, 1954, on the following terms:

1. \$1,000.00 Down Payment
2. \$750.00 due October 15, 1953
3. \$750.00 due April 15, 1954

2. The LESSEE acknowledges receipt of above desired Equipment, in good order and new condition and upon the expiration to the terms of this lease (in the event the option hereinafter referred to has not been exercised) or upon the prior termination of this lease, the LESSOR shall be entitled to the immediate possession of said Equipment and the LESSEE

shall thereupon deliver said Equipment to the LESSOR at Tyler, Texas, in good order and condition, ordinary wear and tear thereof excepted.

3. The LESSEE shall have the right to make any reasonable and lawful use of said Equipment and shall take reasonable and proper care thereof, and at its own expense make all necessary repairs and replacements. In the event of any default by the LESSEE in the payment of rent, or otherwise, this LEASE shall terminate at the option of the LESSOR.

4. The LESSOR hereby gives the LESSEE the option to purchase said Equipment in its then condition, at any time during the terms of this LEASE (or within any extension or renewal thereof) or within five days thereafter for the purchase price of \$2,500.00 to be paid in cash or legally issued County Warrants plus 8% per annum interest on the amount from the date of this LEASE until such purchase price has been paid, from which total amount shall be deducted rentals theretofore paid. In the event said option of purchase is exercised, however, all rentals theretofore paid shall be deducted therefrom as of the dates such rental installments were paid. In the event the payments are not paid at maturity they shall bear six percent per annum interest until paid.

5. The LESSOR hereby gives the LESSEE the option to renew or extend this LEASE at any time during the term thereof, or within five days thereafter, and upon the same terms and conditions as herein stipulated, said renewal or extension, if any, to be endorsed upon this LEASE and signed by both parties thereof.

6. It is hereby expressly understood and agreed that the LESSOR shall not in any case, or under any circumstances, be held liable for any loss or damage, or claims for loss or damage, of any kind or character whatsoever, to persons or property, or otherwise, arising from, or in any manner connected with the use or operation of said Equipment and any and all loss or damage, and claims for loss or damage, are hereby specifically waived by the LESSEE.

7. It is expressly agreed and understood that this LEASE does not obligate the LESSEE to purchase said Equipment or to renew this LEASE. It is further expressly agreed and understood that if in the future the LESSEE avails itself of the option either to renew this LEASE or to purchase said Equipment as herein provided, it will do so only upon the condition that at the time of exercising said option or renewing this LEASE it either has available for said purpose, monies currently available which it will then be lawfully entitled to expend or is lawfully entitled to incur the necessary liability for the rental or the payment of the purchase price.

8. Any notice that either party desires to give to the other shall be in writing and forwarded by registered mail to the last known address of the other party.

9. This LEASE is executed in triplicate, a copy of which LESSEE hereby acknowledges having received.

MILLER WARD MACHINERY COMPANY, LESSOR
By W. B. Ward

PRECT. 3 TITUS COUNTY, LESSEE
By Harry Taylor, County Judge

ATTEST: J. H. Rudd, County Clerk


Hollie Benke, Commissioner Precinct 1
J. Q. Roper, Commissioner Precinct 2
Eugene Mankins, Commissioner Precinct 3
J. R. Ponder, Commissioner, Precinct 4

IN THE MATTER OF EMPLOYING M. H. GADDIS AS DEPUTY CONSTABLE PRECINCT ONE:

Motion was made by Commissioner Mankins and Seconded by Commissioner Ponder to hire M. H. Gaddis as Deputy Constable Precinct 1, to start July 1, 1953 at \$200.00 per month to be paid out of P.O.S. Fund. Upon being put to a vote, Commissioners Ponder, Mankins and Banks voted AYE; Commissioner Roper voted NO. Motion carried.

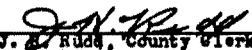
There being no further business before the Court, Motion was made by Commissioner Banks and
Seconded by Commissioner Ponder to adjourn. Motion carried.

The above and foregoing minutes were read and approved this the 30th day of June, 1953.



Harry Taylor, County Judge

ATTEST:



J. N. Rude, County Clerk