

THE HONORABLE JUDGE

We Remembered, That on this the 11 day of Dec. 1911, there was begun and holden a regular session of the Honorable Commissioners Court of Upshur County, Texas, at which were present Hon W.A. Phillips Judge presiding,
 J.M. Todd Commissioner Precinct No. 1, L.J. Dalrymple Commissioner Precinct No. 2,
 A. Ealy, Commissioner Precinct No. 3, L.A. Shrum Commissioner Precinct No. 4,
 L.A. Latch, Sheriff, H.V. Davis County Attorney, J.C. McDonald,
 County Clerk, and the following proceedings were had, to-wit

Court opened at 10 o'clock A.M. by proclamation of Sheriff when the following proceedings were had to-wit:

IN RE REPAIRING AND PAINTING COURT HOUSE ROOF
 In Commissioners Court Upshur County, Texas.
 Dec. 11th 1911.

It is ordered by the Court that the contract for repairing and repainting Court House roof be and the same is hereby awarded to L. Ealy for Brown Roofing Co., of Chickasha Okla. at and for the sum of \$118.00 dollars.

-----oooOooo-----

IN RE APPLICATION OF JETT CRADDOCK TO CHANGE HELMER & SULPHUR SPRINGS ROAD.
 In Commissioners Court Upshur County, Texas
 Dec. 12th 1911.

It is ordered by the Court that the application of Jett Craddock to change Helmer & Sulphur Springs Pub. Road now being worked by Upshur County be and the same is in all things refused. The County to pay for any extra right-of-way or timber needed in the building and working of said road.

-----oooOooo-----

J.M. STOCK LAW ELECTION ORDERED FOR LAFAYETTE PREC. NO. 6.

IN RE STOCK LAW ELECTION IN & FOR JUSTICES PRECINCT NO 6 UPSHUR CO. TEXAS,
 In Commissioners Court Upshur County, Texas.
 Dec. 11th 1911.

This day came on to be considered the petition of T.P. Hudgins and 51 others free holders in and for Justice Precinct No. 6 of Upshur County, Texas, praying for an Election to determine whether or not horses, mules, jacks, jennetts and cattle shall be permitted to run at large within the limits of said Justice Precinct No. 6 which is described by metes and bounds as follows to-wit:

Beginning at the Daingerfield, public road about 8 miles North East from the town of Gilmer where the North boundary line of Justice's Precinct No One crosses said public road; Thence North East with said public road to J.M. Spratt's; Thence to John McCurdys place; Thence to Buck Taylors place; Thence to Sam Stephens place; Thence to Camp County Line; Thence West with Upshur and Camp County line to Lillys creek; Thence down said creek to where the North boundary line of Justice Precinct No. one crosses said creek; Thence East with the North boundary line of said Justice Precinct No One to the Daingerfield road the place of beginning.

~~And xix: 25~~

The above and foregoing Minutes, from page next term This the day of 1911, having been examined, are approved and Court ordered adjourned until

County Clerk.

County Judge.

Be it Remembered, That on this the _____ day of _____ 190____, there was begun and holden a _____ session of the Honorable
 Commissioners Court of Upshur County, Texas, at which were present Hon _____ Judge presiding,
 Commissioner Precinct No. 1, _____ Commissioner Precinct No. 2,
 Commissioner Precinct No. 3, _____ Commissioner Precinct No. 4,
 Sheriff, _____ County Attorney,
 County Clerk, and the following proceedings were had, to-wit:

And it appearing to the Court that said petition is in due form and has the required number of signers thereto and was filed as required by law. It is therefore considered and ordered by the Commissioners Court of Upshur County, Texas, in regular session on this the 11th day of Dec. 1911 that an Election be held on Saturday Jan'y 20 1912 throughout said Justices Precinct No. 6 a subdivision of Upshur County, Texas, at the regular voting places in and for said Justices Precinct No. 6 as above described by metes and bounds to determine whether or not horses, mules jacks, jennets and cattle shall be permitted to run at large in such Justices Precinct No. 6 as above described by metes and bounds in this order, also in said petition; which election shall be held and conducted and the returns thereof made in accordance with the laws regulating general Elections, in so far as the same are applicable.

-----oooOooo-----

PETITION FOR STOCK LAW ELECTION:

TO THE HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS:

We the undersigned resident citizens freeholders, and qualified voters residing within the limits of the territory hereinafter described respectfully ask and petition your honorable body to order an election in Justice Precinct No. Six of Upshur County, Texas, to determine whether horses, mules, jacks, jennets, and cattle shall be permitted to run at large within the limits of said Justice Precinct No 6 which said Justice Precinct is described as follows:

Beginning at the Daingerfield public road about eight miles N.E. from the town of Gilmer, where the North boundary line of of Justice Precinct No. One crosses said Public Road; Thence N.E with said Public road to J.M.Spratt's; Thence to John McCurdy's Place; Thence to Buok Taylor place; Thence to Sam Stephens' place; Thence to Camp County Line; Thence West with the Upshur and Camp County line to Lillys Creek; Thence down said creek to where the North boundary line of of Justice Precinct No. One crosses said creek; Thence East with the North boundary line of said Justice Precinct No. One to the daingerfield road the place of beginning.

	Names	Names
H.L.Sowell	T.P.Hudgins,	J.L.Fielden,
J.W.Pankhurst,	J.L.Maloney,	James Sewell,
J.M.L.Stewart,	A.J.Riley,	J.C.Bates,
B.F.Denson,	M.F.Bullard,	J.H.Bates,
J.M.Brisson,	D.T.Bullard,	C.A.Davis,
Joe Fort,	P.D.Calloway,	BL.Marr,
Parker Grant	T.E.Strange,	M.P.Bavis
A.H.King,	W.H.Fowler,	A.F.Davis,
J.F.Walker,	J.T.Hudgins,	R.J.Yocom,
W.H.Ellison,	J.W.Walker,	R.M.Sheffield,
F.M.Jones,	D.C.Wallace,	J.L.Davis,
W.A.Phillips,	M.F.Davis,	S.J.Reynolds,
W.O.Read,	C.P.Davis,	P.J.Sewell,
J.H.Shackelford,	A.H.Hudgins,	J.B.Strange,
C.H.Shackelford,	W.H.Moody,	W.R.Walker,
J.K.Bates,	J.W.Adkins,	W.N.Lindsey,
J.P.Wallace,	J.S.Wallace,	D.H.Lindsay, C.R.A.Brisson,

The above and foregoing Minutes, from page _____ to page _____, having been examined, are approved and Court ordered adjourned until
 next term. This the _____ day of _____ 190____.

Attest:
 _____ County Clerk. _____ County Judge

Be it Remembered, That on this the _____ day of _____ 190____, there was begun and holden a _____ session of the Honorable
 Commissioners Court of Upshur County, Texas, at which were present Hon. _____, Judge presiding,
 _____, Commissioner Precinct No. 1, _____, Commissioner Precinct No. 2,
 _____, Commissioner Precinct No. 3, _____, Commissioner Precinct No. 4,
 _____, Sheriff, _____, County Attorney,
 _____, County Clerk, and the following proceedings were had, to-wit:

ENDORSEMENTS: Petition for Stock Law Election in La Fayette Prec. No. 6 Filed this the 8th day
 Dec. 1911. J.M.McDonald, County Clerk In Comr's Court. Dec. 11th 1911, Petition granted as prayed
 for and election ordered for Jan'y 20 1912. W.A.Phillips, County Judge.

-----0000000-----

IN RE APPLICATION
 OF J.M.MOON TO
 EQUALIZE TAXES
 ON LAND FOR 1911. } In Commissioners Court Upshur County, Texas.
 Dec. 11th 1911.

Whereas at a former term of this Court sitting as a board of Equalization the value of land
 owned by J.M.Moon was placed at 25.00 per acre which is largely in excess of other lands of sim-
 ilar kind, and character as well as location it is therefore considered and ordered by the Court
 that the value of said land be reduced to 15.00 per acre for year 1911, and that M.D.Stanley,
 Tax Collector of Upshur County collect the taxes on said land at the value of 15.00 per acre.

-----0000000-----

IN RE REDUCTION IN
 VALUE STOCK OF GOODS
 AVE.JACKSON A/C FIRE
 LOSS. } In Commissioners Court Upshur County, Texas.
 Dec. 11th 1911.

Whereas, E.E.Jackson sustained loss of his entire stock of merchandise by reason of fire
 which occurred on the day of June 1911, and,
 Whereas, said stock of goods was rendered for taxes at \$2500.00 on rolls of 1911, it is order-
 ed by the Court that the value of said stock of merchandise be reduced to one half or \$1250.00
 and M.D.Stanley, Tax Collector of Upshur County, is hereby authorized to collect the taxes on
 said stock of goods at a valuation of \$1250.00 for year 1911.

-----0000000-----

IN RE SALE OF UNION RIDGE
 OLD PUBLIC SCHOOL BUILD-
 ING. } In Commissioners Court Upshur County, Texas
 Dec. 11th 1911.

Whereas the trustees of Union Ridge School District in Upshur County, desire to make sale
 and disposition of old public school building and invest the proceeds in new building.

The above and foregoing Minutes, from page _____ to page _____, having been examined, are approved and Court ordered adjourned until
 next term. This the _____ day of _____ 190____
 Attest.
 _____ County Clerk
 _____ County Judge.

THE STATE OF TEXAS

Be it Remembered, That on this the _____ day of _____ 190____, there was begun and holden a _____ session of the Honorable Commissioners Court of Upshur County, Texas, at which were present Hon. _____, Judge presiding.

Commissioner Precinct No. 1, _____
Commissioner Precinct No. 2, _____
Commissioner Precinct No. 3, _____
Commissioner Precinct No. 4, _____
Sheriff, _____
County Attorney, _____
County Clerk, and the following proceedings were had, to-wit:

It is therefore considered and ordered by the Court that the said trustees be and they are hereby authorized to sell the old public school building now situated at or near Union Ridge Church to highest responsible bidder for cash and invest the proceeds in new building for public school purposes in said Union Ridge District.

-----0000000-----

STATE OF TEXAS, |
COUNTY OF UPSHUR. | KNOW ALL MEN BY THESE PRESENTS:

That this agreement and contract made and entered into by and between Upshur County, acting by and through its duly elected qualified and acting County Judge and commissioners by virtue of an order of said Commissioners Court duly made on the 27th day of November 1911, and entered of record in the record of said Court, party of the first part, Lessor of the County of Upshur, and State of Texas, for and in consideration of the sum of \$5.00, cash to said County paid by G.W.Thomason, W.L.Thomason, and G.J.Thomason, parties of the second part, Lessees, the receipt whereof is duly acknowledged, and other valuable considerations and the further considerations hereinafter mentioned, do hereby devise and grant unto the said G.W.Thomason, Y.L.Thomason, and G.J.Thomason of the County of Haskell, and State of Texas, Lessees, all of the following described minerals, mineral solutions and liquids, to-wit: oil, gas, coal, iron, sulphur, lignite, asphaltum, lead, zinc, gold, silver, mica, kaolin, baryta, acum, ochre, clays, artesian and mineral water, in and under the following described land together with the right of ingress and egress over same and the use of so much of the surface thereof as is necessary for the purpose of mining, drilling for, operating for, exploiting and removing any or all of the above described substances and the right to erect and place tanks thereon, pipe lines, refineries, mills, machinery, and appurtenances and buildings to fully carry on the said work and to construct and operate railroads upon and over said land and right-of-way for same and dirt roads together with the privilege to remove at any time all such that have been placed thereon by the second parties, with the right to use, water, gas, oil, coal, lignite, and timber without further charge to operate said property.

The land above referred to is described as follows; lying in the Counties of Throckmorton and Baylor, and State of Texas, and being 17,712 acres of land more or less, being the same land conveyed or patented to Upshur County by the State of Texas by patent Nos. to wit:

1st. Two leagues of land granted to the Commissioners Court of Upshur County by patent No. 44 494, vol. 11, dated July 15th 1856, being abstract No. 825, and to which patent and the record thereof in the general land office in Austin, Texas, reference is here made and said record is made a part hereof for full description of said land including field notes.

2d. Two leagues of land situated in Baylor and Throckmorton, Counties granted by the State of Texas to the Commissioners Court of Upshur County by patent No. 722, Vol. 12, being abstract No. 567, and to which patent and the record thereof in the General Land Office in Austin, Texas, reference is here made, for further description and field notes and said record is made a part hereof for full description of said land. Said four leagues of land being known as Upshur County, School land and located in Throckmorton and Baylor Counties.

The above and foregoing Minutes, from page _____ to page _____, having been examined, are approved and Court ordered adjourned until next term. This the _____ day of _____ 190____
Attest: _____ County Clerk. _____ County Judge.

THE HONORABLE JUDGE

We it Reminded, That on this the _____ day of _____ 190____, there was begun and holden a _____ session of the Honorable
 Commissioners Court of Upshur County, Texas, at which were present Hon. _____, Judge presiding,
 Commissioner Precinct No. 1, _____ Commissioner Precinct No. 2,
 Commissioner Precinct No. 3, _____ Commissioner Precinct No. 4,
 Sheriff, _____ County Attorney, _____
 County Clerk, and the following proceedings were had, to-wit

TO HAVE AND TO HOLD all and singular the hereinbefore named substances unto the said parties of the second part, their heirs, executors, administrators, successors or assigns forever, upon the following conditions and provisions, to-wit:

Whereas, there have been rendered certain decisions by Courts of last resort which have been deemed to interpose difficulties in the way of procuring the development and exploitation of the mineral resources of land, and whereas, the parties hereto have no definite knowledge that any of the herein before named mineral substances exist in or under the said land in paying quantities, and whereas, the country surrounding the aforesaid premises is largely undeveloped, and whereas, a large amount of time and money will be requisite for the development here contemplated, therefore conformable to such decisions, conditions and facts it is agreed;

That a reasonable time should be had and allowed therefor and that the term of one and one half years is such reasonable time. It is accordingly provided and agreed that the second parties shall commence in good faith the work of developing and operating for the above named substances or any of them on said land within said time from date of their possession. If they should fail for any reason to so begin said work within said time they shall become absolutely liable to pay the first party as a further consideration until operations are begun the sum of ten cents per acre on all said land at the end of each year thereafter until work is begun. But in no event shall this grant run for longer than five years from date of possession of said land by said second parties unless some of the substances named are being produced in paying quantities. In case gas alone is found in paying quantities the party of the first part shall be paid \$150.00 per year for the products of each well used so long as the same is conveyed and sold commercially off the premises or used on the premises for manufacturing purposes.

Should oil be found in paying quantities the second parties hereby agree to pay first party, the market value of same at the well or wells, as follows; from all wells producing one thousand barrels, or over, of oil per day, 12 1/2% of so much thereof as may be sold and delivered; and from all wells producing less than 1000 barrels per day 8% of so much thereof as may be sold and delivered; a day, as here used, means 24 hours. If convenient said portion of oil may instead be delivered into pipe lines for account of first party.

If any of the substances named in this instrument not otherwise provided for are discovered in paying quantities, the first party shall be paid 4% of the proceeds thereof received at the mouth of the mine.

It is understood that the payment herein provided to be made in the event of the discovery of any of the substances named are to be so made as full compensation for the use of the surface, timber, water, coal, and for mining and drilling underneath the surface of the land herein described.

All settlements shall be made quarterly.

In case second parties desire land for mining camp and town site, said second parties shall have the right to select for such purposes, at such time as they desire, 1000 acres out of the land herein described, and at such place as they may desire, provided said 1000 acres be in one body, as near as possible in a square. Said second parties shall plot or cause same to be plotted at their own expense, in blocks and lots with needed streets and alleys, suitable for Town Site; and the blocks are to be numbered numerically and consecutively, beginning with No. One. The first party, when said land has been so selected and plotted shall make necessary dedication deed, dedicating said streets and alleys to public use, and first party shall furnish abstract of title showing hood title in it to said land, and shall by proper conveyance, at said time, convey one half of said blocks to second party all blocks with odd numbers, the first party retaining the blocks with even numbers.

The above and foregoing Minutes, from page _____ to page _____, having been examined, are approved and Court ordered adjourned until
 next term. This the _____ day of _____ 190____

Attest

County Clerk

County Judge.

THE STATE OF TEXAS

Be it Remembered, That on this the _____ day of _____, 190____, there was begun and holden a session of the Honorable Commissioners Court of Upshur County, Texas, at which were present Hon _____, Judge presiding,
 _____, Commissioner Precinct No. 1,
 _____, Commissioner Precinct No. 2,
 _____, Commissioner Precinct No. 3,
 _____, Commissioner Precinct No. 4,
 _____, Sheriff,
 _____, County Attorney,
 _____, County Clerk, and the following proceedings were had, to-wit:

In case artesian water is found and second parties intend to abandon wells, first party shall have the privilege of purchasing same at cost, provided they do so within 30 days after being served with written notice.

Whenever the first party shall request it second parties shall bury all oil and gas line pipes.

In case the second parties should bore wells and discover water only in them other than mineral and artesian and desire to abandon same, party of the first part is to have the right to pay parties of the second part for the casing in said wells.

Whereas the lands described in this lease are now leased for a term of years to parties for grazing purposes and it is not known whether parties of the second part can obtain from parties now leasing, and in possession, permission of ingress and egress to and from said land to carry out the terms of this lease as is provided on their part, it is agreed by the parties hereto that the parties of the second part are to have eighteen months from the time they obtain possession of said lands to begin work in, and the five years mentioned herein for this lease term to run is to be from the parties of the second part obtain possession of said lands to carry out their part of this lease.

In case the lands described herein are sold or released during the life of this contract the parties of the second part are to have a 60 day preferred option to purchase or lease said lands on such price, terms and conditions as may be prescribed by the Commissioners Court of Upshur County, at the time of sale or release of said lands.

In case this lease or any clause herein should not for any cause be binding and effectual on either party, then and in that event each of the parties hereto agrees and binds themselves to make and enter into such contracts and writings as will be legal and binding to carry the terms of this lease into effect.

This grant, and all rights hereunder, shall run and be perpetuated as long after the term mentioned as any of the substances herein named or operated for and the consideration as herein provided is fully paid for same.

Any payments may be made by money order or check on nearest or some convenient bank mailed to the County Judge of Upshur County, Texas.

It is provided that all conditions and provisions named in this instrument between the parties hereto shall extend to their heirs, executors, administrators, successors or assigns, who shall be absolutely substituted to said original parties hereto or either of them.

In witness whereof we have hereunto set our hands; that is to say The First Party by its duly constituted officers herein before stated, this the 27th day of November 1911.

W.A. Phillips, Co. Judge,
 J.M. Todd, Comr. P. 1
 L.J. Dalrymple, Com. No. 2
 A. Earp, Co. 3
 L.A. Shrum Com. No 4.

STATE OF TEXAS,
 COUNTY OF UPSHUR. Before me, the undersigned authority, on this day personally appeared W.A. Phillips, County Judge of Upshur County, Texas, and A. Earp, L.A. Shrum, J.M. Todd, L.J. Dalrymple County Commissioners of Upshur County, Texas, and personally known to me to be the persons whose names are signed to the foregoing instrument of writing and they each in person acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

The above and foregoing Minutes, from page _____ to page _____, having been examined, are approved and Court ordered adjourned until next term. This the _____ day of _____, 190____.

Attest:
 _____ County Clerk. _____ County Judge

Be it Remembered, That on this the _____ day of _____ 190____, there was begun and holden a _____ session of the Honorable
 Commissioners Court of Upshur County, Texas, at which were present Hon _____, Judge presiding,
 Commissioner Precinct No. 1, _____, Commissioner Precinct No. 2,
 Commissioner Precinct No. 3, _____, Commissioner Precinct No. 4,
 Sheriff, _____, County Attorney,
 County Clerk, and the following proceedings were had, to-wit:

Given under my hand and seal of office this the 28th day of November, 1911.

J.C. McDonald,
 County Clerk Upshur County, Texas.

(L S).

By M.L. Irwin, Deputy.

ENDORSEMENTS: Contract between Upshur County and G.W. Thomason, I.L. Thomason, G.J. Thomason, Filed
 Nov. 28 1911. J.C. McDonald, County Clerk Upshur County, Texas.

-----oooOooo-----

Nov. 27th 1911, The Commissioners Court met in special session, called for the purpose of
 considering & taking such action as deemed best and proper in the matter of sale and lease of
 mineral & mineral rights in and under the Upshur County School lands situated in Baylor and R
 Throckmorton counties, with the following members and officers present.

- W.A. Phillips, Co. Judge,
- J.M. Todd, Comr. pre. No 1.
- L.J. Dalrymple, Comr. Pre. No 2
- A. Earp, " " " 3
- L.A. Shrum, " " " 4
- Jno. C. McDonald, Clerk,
- L.A. Latch, Sheriff,

and the following business was transacted.

-----oooOooo-----

IN MATTER OF LEASE CONTRACT
 FOR MINERAL IN UPSHUR COUNTY
 SCHOOL LANDS IN THROCKMORTON
 AND BAYLOR COUNTIES.

In Commissioners Court Upshur County, Texas
 Nov. 27th 1911.

The proposition, terms and conditions as proposed by G.W. Thomason, W.L. Thomason and G.J.
 Thomason being submitted in writing and fully discussed and considered and the Commissioners and
 County Judge each being of opinion that the contract proposed is fair to the County, and that it
 is to the interest of the County, and that the proposed prospecting be done and said contract made
 It is therefore ordered by the Court that said written proposition (in form a contract to be
 signed) be accepted by Upshur County, and that said County does here now make and enter into

The above and foregoing Minutes, from page _____ to page _____, having been examined, are approved and Court ordered adjourned until
 next term This the _____ day of _____ 190____
 Attest:

County Clerk.

County Judge.

THE STATE OF TEXAS, DALLAS

Be it Remembered, That on this the _____ day of _____ 190____, there was begun and holden a _____ session of the Honorable
 Commissioners Court of Uphur County, Texas, at which were present Hon _____, Judge presiding.
 Commissioner Precinct No. 1, Commissioner Precinct No. 2,
 Commissioner Precinct No. 3, Commissioner Precinct No. 4,
 Sheriff, County Attorney,
 County Clerk, and the following proceedings were had, to-wit:

contract with said G.W. Thomason, W.L. Thomason and G.J. Thomason in accordance with the terms con-
 tained in said writing, and it is ordered that said writing be signed by each member of the
 Commissioners Court and the County Judge of said County. And said lease contract having been duly
 signed, the Clerk is directed to record the same as part of the minutes of the Court.

-----0000000-----

The above and foregoing Minutes, from page _____ to page _____, having been examined, are approved and Court ordered adjourned until
 next term. This the _____ day of _____ 190____.
 Attest: _____
 County Clerk. _____
 Washington County Judge