

Be it Remembered, That on this the 31 day of Jany 1912, there was begun and holden a Special 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. Earp Commissioner Precinct No. 3, Commissioner Precinct No. 4,
 Sheriff, County Attorney,
 County Clerk, and the following proceedings were had, to-wit.

Wednesday morning Jany 31st 1912, Court met present and presiding, W.A. Phillips, County Judge, and in attendance J.M. Todd, Commissioner Precinct No. 2, L.J. Dalrymple, Commissioner No. 2, and A. Earp, Commissioner Precinct No. 3, when the following proceedings were had to-wit:

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IN RE ASSESSMENT OF }
 LAND J.E. MATKINS LAND } In Commissioners Court Upshur County, Texas.
 FOR TAXES YEAR 1911 } January 31st 1912.

Whereas it appearing to the Commissioners Court that J.E. Matkins land on _____ H.R. in Upshur County, appears on the tax rolls of Upshur County, for year 1911 as assessed at 10.00 per acre which is an excessive value as compared with similar land in same community, and the court further believing that said assessment is erroneous.

It is therefore considered and ordered by the Court that the valuation on said land be fixed at 6.00 per acre and M.D. Stanley, Tax Collector, is ordered to collect taxes in accordance with said value of 6.00 per acre for year 1911.

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IN RE RECEIVING STEEL BRIDGE }
 AT COFFEEVILLE CROSSING ON LITTLE } In Commissioners Court, of Upshur County, Texas.
 CYPRESS, GILMER & PITTSBURG ROAD. } January 31st 1912.

On this day the following members of the Court to-wit:

W.A. Phillips, County Judge, J.M. Todd, Commissioner Precinct No. 1 L.J. Dalrymple Commissioner precinct No. 2 and A. Earp, Commissioner Precinct No. 3 together with R.E.L. Shaw, contracting engineer and representing Austin Bros. Proceeded to examine and inspect the Steel Bridge erected by Austin Bros. At Coffeeville crossing on Little Cypress Creek, and upon thorough examination it is considered that said bridge has been erected in accordance with the plans and specifications heretofore agreed upon.

And, wherean, the said W.A. Phillips, County Judge, and said Commissioners J.M. Todd, L.J. Dalrymple and A. Earp constitute a majority of the Court, it is therefore considered and ordered by the court that said bridge be and the same is hereby accepted and payment ordered made at contract price and that an additional allowance be made at actual cost of driving piling for foundations of main span.

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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 _____ 1912

Attest:

County Clerk

County Judge.

J.W. P. KELLY CO. DALLAS

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 RE SALE OF UPSHUR COUNTY _____ I
 ROAD WORKING EQUIPMENT AND CONVE _____ I
 TRACTS AWARDED FOR BUILDING _____ I In Commissioners Court Upshur County,
 GILMER & SULPHUR SPRINGS ROAD _____ I January 31st 1912.
 WEST & GILMER & COFFEEVILLE _____ I
 ROAD NORTH. _____ I

Whereas, the Commissioners Court of Upshur County; deems it to the best interest of Upshur County, to change its present plan of working roads under convicce system (that is owning its own teams, tools & all equipment, working convicts & hired labor under supervision of Commissioners and extra formen) to that of contract system according to plans & specifications at a stipulated price per mile.

And, whereas, O.C.McElrath & C.L.Wilson have preposed to purchase said road working equipment of every kind and character at and for the sum of \$3750. which the court deems the full present cash marked value of said equipment, and whereas the said McElrath & Wilson prepose building said roads at \$450.00 per mile according to plans & specifications hereafter to be agreed upon.

It is considered and ordered by the Court that the present system of working above named roads be, and the same is hereby abolished, and the contract system per mile be adopted as to said above named roads, and that all orders and parts of orders heretofore adopted by this Court in the matter of working said above named roads be and the same is hereby recinded, and it is forther ordered by the Court that said road working outfit be and the same is hereby sold to said O.C.McElrath and C.L.Wilson at and for the sum of \$3750.00 which the court deems to be the present cash market value of said property, on terms proposed by said McElrath & Wilson.

And it is further ordered by the Court that contract for building that part of Gilmer & Sulphur Springs road, yet to be completed, be and the same is hereby awarded to O.C.McElrath, and that Contract for part of Gilmer & Coffeeville road, yet to be completed, be and the same is hereby awarded to C.L.Wilson at and for the sum of 450.00 per mile for each road, according to plans and specifications stipulated in their respective contracts which are hereby made a part of this order and are as follows to-wit:

STATE OF TEXAS I
 COUNTY OF UPSHUR I KNOW ALL MEN BY THESE PRESENTS:

That this contract and agreement this day entered into by and between Upshur County, Texas, acting through its duly authorized Commissioners Court, parties of the first part, and O.C. McElrath, party of the second part, witnesseth:

That whereas the said O.C.McElrath, party of the second part has purchased from Upshur County twelve head of mules, being the same mules owned by the county and which has been used in the road construction gang and all the mules owned by Upshur county, save and except four head this day purchased by C.L.Wilson, said mules fully described in Insurance policies now held by Upshur County. And all tolls such as graders, scrapers, ploughs, wagons, black-smith tools and all other tolls now in use at the county grading camps; also all canvas, tents, cots, bedding and stoves, cooking utensils, dishes etc., and in fact everything now in use by the county which is in furtherance of this work in building roads:

And, Whereas, the said county has contracted to the said O.C.McElrath eleven miles of road more or less, the road to be built according to the specifications hereto attached, marked

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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.

We 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 Han. _____, 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:

Exhibit "A" and made a part of this obligation.

And whereas, it is understood and agreed that the said McElrath is to pay the said Upshur County for the purchase of the above described property the sum of \$3000.00.

And whereas, the said county is to pay the said McElrath the sum of \$450.00 per mile for each mile of road put up according to the specifications hereto attached to the amount of eleven miles more or less.

And whereas, the said McElrath is to pay to Upshur County, on the obligation which is hereby created in the purchase of the property above described, the sum of \$250.00 out of the proceeds of the amount to be paid to-wit: \$450.00 for each mile so constructed.

And whereas, it is understood and agreed that Upshur County, for the better security of said sum of money, retains a lien for the purchase money on the property above described until the said amount is fully paid.

Now therefore in consideration of the premises and the specifications hereto attached and marked Exhibit "A", I, O.C. McElrath, hereby contract and agree to pay Upshur County the sum of \$3000.00 for the purchase of the above described property, permitting said county to deduct the sum of \$250.00 out of amt. due me for construction of each and every mile of road so constructed as per specifications herein and hereto attached, for which the said Upshur County is to pay me the sum of \$450.00 per mile.

I further hereby agree to recognize the purchase money lien of Upshur County on the above described property purchased and will not dispose of said property without the consent of Upshur County until the same is fully paid for. And I further hereby agree to keep said live stock insured in some good insurance company to be designated by the Commissioners Court for the benefit of Upshur County until said stock is fully paid for.

And I, the said O.C. McElrath, hereby agree to prosecute said work as fast as possible, using my best judgment and efforts to finish said work and hereby obligate myself to complete said work by September 1st, 1912.

And the said Upshur County hereby agrees on its part to furnish on the ground all material for bridges and culverts which is laid down in the specifications, that the said McElrath is to put in as part of construction, and is to furnish all culvert timber on the ground and other material necessary for culverts when ordered by the said McElrath and at the times when he states he needs the same.

Settlements for all work as it progresses is to be made on the second Monday of each Month hereafter for all work completed the month before, and payments are to be made in cash.

This contract is signed in duplicate, one copy to be retained by each of the parties hereto.

Witness our hands this the 20th day of January 1912.

W.A. Phillips, County Judge,

J.M. Todd, Commissioner Precinct No. 1,

L.J. Dalrymple, Commissioner Precinct No. 2,

A. Earp, Commissioner Precinct No. 3,

Commissioner Precinct No. 4.

Parties of the First Part.

O.C. McElrath,

Party of the Second Part.

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 M. P. EXCISE CO. BALLAT

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

EXHIBIT " A".

SPECIFICATION OF GILMER & SULPHUR SPRINGS ROAD.

Beginning at Branch West of Oliver Place and running in a North Western direction by way of Enon Church for a distance of eleven miles more or less. Right-of-way to be cleared of all obstructions to a width of 25 feet and wider where it is necessary to facilitate the work. Ditches to be made on each side of the Road-bed of sufficient size and depth to drain the water from the Road-bed, and all ditches to have sub-ditches or out-lets at all natural drains. Road-bed or drive way to be 18 feet wide and raised or graded up to 18 inches in the center of the road-bed from the bottom of the ditches except at bridges and culverts at all bridges and culverts the Road-bed is to be raised to a level with the approach or abutment and to taper off to grade point at a grade of five feet to the one hundred feet, also a fill to be made east of Kelsey Creek three feet high and two hundred and forty feet long and to taper off to grade point at five feet to the 100 foot on the east end of fill.

Hills or cuts to be cut down to a uniform slope beginning at the top or summit of the hill, and cut down to a gradual grade to the bottom of the hills. Hill No. 1 Roak Hill east of Kelsey Creek cut one foot on top and out to gradual grade. Hill No. 2 West of Kelsey Creek widened on South side to a uniform grade. Hill No. 3 at Dunn place cut two feet on high point, and gradual grade to bottom, Hill No. 4 East of Branch Enon Church to be cut three feet on summit and made gradual grade. No hill to be left with a greater grade than twenty feet to the 100 feet, or a 20% grade to the 100 feet.

Culverts to be placed in all places and of such size as the supervisor or commissioner in charge may deem necessary, all culverts of a greater size than eight feet wide by three feet deep will be considered bridges. The party of the second part is to put in all bridges and all culverts of a size greater than eight feet wide by three feet deep provided both parties hereto can agree upon price of construction. Then the party of the first part is to pay said second party for putting same in at such price as may be agreed upon by the parties hereto.

The party of the first part is to furnish and designate to the second party right-of-way for such road, and in case fences or telephone poles be on the right-of-way, second party is authorized to remove such fences or poles from the right-of-way, but not required to rebuild or reset same. In case the owners of such fences or poles refuse to permit second party to move same then they shall notify the Commissioner in charge, and it shall be the duty of the first party to have such fences or telephone poles removed, or designate other grounds upon which to build the road.

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STATE OF TEXAS, I
 COUNTY OF UPSHUR, I NOW ALL MEN BY THESE PRESENTS:

This contract and agreement this day entered into by and between Upshur County, acting through its Commissioners Court, parties of the first part, and C.L. Wilson, party of the second part, witnesseth;

That whereas, the said Upshur County has contracted with the said Wilson to sell the said

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 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:

Wilson four head of mules and harness a part of the mules used by Upshur County, in its road construction gang described as follows, to wit;

Two bay mules,
 One horse mule and
 One Mare Mule about 16 1/2 hands high about Six and seven years old;
 One gray horse mule about six years old and about 16 1/2 hands high;
 One roan mare mule about 16 1/2 hands high and eight gears old;
 One stump puller and the big plow.

And, whereas, the said Upshur County is hereby reserving the lien of above described stuff for the purpose money of said property for the sum of \$750.00.

And whereas, the said Upshur County has contracted with the said C.L.Wilson to build according to the specifications hereinafter mentioned road north of Gilmer along the Gilmer and Pittsburg road from the north side of Cypress bottom to P.E.Hudgins place for the sum of \$450.00 per mile except that part of said road already built by said Wilson, and said C.L.Wilson hereby agrees that Upshur County shall deduct out of ambs. payable to him on said contract the sum of \$110.00 for each and every mile so built according to the plans and specifications in this contract or until the amount of \$750.00 is fully paid and the said C.L.Wilson hereby recognizes and agrees that the lien be fully retained by Upshur County on the above described property until same is fully paid.

It is hereby understood and agreed that the said Wilson is to build said road according to the specifications hereinafter set out, to-wit;

Beginning at the North side of Cypress Creek bottom North of the Coffeeville bridge and at forks of Coffeeville, Pittsburg and Gilmer road, and running to P.E.Hudgins place, the right-of-way to be cleared of all obstructions to a width of 25 feet and wider where it is necessary to facilitate the work. Ditches to be made on each side of the road, bed of sufficient size and depth to drain the water from the road, bed and all ditches to have sub-ditchess or out-lets to all natural drains; road-bed or drive way to be 18 ft. wide and raised up to 18 inches in the center of the road-bed from the bottom of the ditches, except at bridges and culverts. At all bridges and culverts the road-bed is to be raised to level with the approaches or abutments and to taper off to a grade point at a grade of five feet to the 100 feet. Hills or cuts to be cut down to a uniform slope, beginning at the top or summit of the hill and cut down to a gradual grade to the bottom of the hill not to exceed 20% in 100 feet. Culverts to be placed in all places and of such size as the supervisor or commissioner in charge may deem necessary.

And Upshur County hereby agrees on its part to furnish when requested by the said C.L.Wilson all culverts material on the ground at its own expense and the said C.L.Wilson on his part agrees to put in and construct all the culverts eight feet wide and three feet deep and under, when the county furnished the material. The culverts over eight feet wide and three feet deep, the said county is to pay said Wilson extra for and is to furnish all culvert material provided the comr. in charge & said Wilson can agree upon price of construction. Upshur County is to furnish and designate to C.L.Wilson the right-of-way for such road and in case fences or telephone poles be on the right-of-way, the said C.L.Wilson is authorized to remove or have same removed from the right-of-way, but not required to rebuild or reset same. In case the owners of such fences or poles refuse to permit the said Wilson to move same then he shall notify the commissioner in charge and it shall be the duty of said county to have such fences or telephone poles removed or designate other ground upon which to build a road.

Settlement for all work as it progresses is to be made on second Monday in month hereafter for all work completed the month before, and payments are to be made in cash.

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:

And the said Wilson hereby agrees to have said road finished according to the specifications by Sept. 1st, 1912;

This contract is signed in duplicate, one copy to be retained by each party hereto. Witness our hands this the 29th day of January 1912.

W.A. Phillips, County Judge,
J.M. Todd, Commissioner Precinct No. 1,
L.J. Dalrymple, Commissioner Precinct No. 2,
A. Earp, Commissioner Precinct No. 3,
_____, Commissioner Precinct No. 4,
Parties of the First Part,
C.L. Wilson,
Party of the second party

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IN RE BONDS OF I
O.C. McELRATH & I In Commissioners Court, Upshur County, Texas.
C.L. WILSON. I January 31st 1912.

It is ordered by the court that bond of C.L. Wilson for the completion of his contract for building Gilmer & Coffeerville road North and the bond of O.C. McElrath for completion of Gilmer & Sulphur Springs road West be and the same are hereby fixed at \$1000.00 each, conditioned that they will carry out their contracts and build said roads according to plans and specifications specified in their respective contracts.

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IN RE PAYMENT FOR STEEL I
BRIDGES ON LITTLE CYPRESS I In Commissioners Court Upshur County, Texas.
AT PETEET & COFFEEVILLE I January 31st 1912.
CROSSINGS. I

Whereas the Commissioners Court has accepted the Steel Bridges on Little Cypress creek at Peteet and Coffeerville crossings erected by Austin Bros. of Dallas Texas, said bridges having been built according to contract and specifications.

It is ordered by the Court that said Austin Bros. be and they are hereby allowed the sum of \$2292.00 out of Road & Bridge fund of Upshur County, to be paid in 3 equal installments with interest at 8% per annum, from date as follows, to-wit:

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

COUNTY CLERK, DALLAS

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:

\$764.00 May Term 1913,
\$764.00 May Term 1914;
\$764.00 May Term 1915;

And that warrants issue for same against Road & Bridge Fund of Upshur County, Texas.

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IN RE JANITOR } In Commissioners Court of Upshur County, Texas.
FOR COURT HOUSE. | January 31st 1912.

It is ordered by the Court that R.L.Clark be and he is hereby employed as Janitor for Court House and Court House yard at and for the sum of \$25.00 per month under supervision of County Judge.

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Ordered that Court Adjourn.

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.