

THE W. P. EXLINE CO. DALLAS

We 11 Remembered, That on this the 20th day of Sept 1914, there was begun and holden a special session of the Honorable Commissioners Court of Upshur County, Texas, at which were present Hon. W H McClelland, Judge presiding, J E Glover, Commissioner Precinct No. 2, L J Dalrymple, Commissioner Precinct No. 1, A Earp, Commissioner Precinct No. 3, B C Buie, Sheriff, C E Florence, County Attorney, J C McDonald, and the following proceedings were had, to-wit:

Court was opened at 10 o'clock by the proclamation of the sheriff at the courthouse door, when the following proceedings, among others, were had;

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In The Commissioners Court of Upshur County Texas. Sept 20th 1914.
 State of Texas }
 County of Upshur. }

On this day came on to be considered the returns of an election held on the 26th day of Sept 1914 in Common School District No 12 of this county upon the question of issuing \$1200.00 of schoolhouse bonds for said district, running 20 years, and bearing 5 per cent interest, and levying a tax on all taxable property of said district sufficient to pay the current interest on said bonds and provide a sinking fund sufficient to pay the principal at maturity, and it appearing that said election was in all respects legally held and that said returns were duly and legally made and that there were cast at said election 48 votes, of which number there were cast;

For the Bonds.....,.....,.....30 votes
 Against the Bonds.....18 votes

And it appearing to the court from said returns that a majority of the qualified property taxpaying voters of said district, voting at said election voted in favor of issuing said bonds and for said tax, the court does hereby declare the said tax to have carried in said district and the proposition for the issuance of said bonds to have been adopted, and that this court is authorized to issue said bonds and to levy and have assessed and collected said tax.

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ORDER AUTHORIZING THE ISSUANCE OF BONDS IN COMMON SCHOOL DISTRICT NO 12.

The State of Texas } In Commissioners Court of Upshur County Texas. Sept 29th 1914.
 County of Upshur. }

On the 29th day of Sept 1914 the Commissioners' Court of Upshur County convened in regular session, all the members thereof, to wit;

W H McClelland, County Judge
 J E Glover, Com'r Pre No 1
 L J Dalrymple Com'r Pre No 2
 A Earp Com'r Pre No 3
 W R Arrington Com'r Pre No 4.

being present, and, among other proceedings had, passed the following order;

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 W. P. KELLY CO. BALLET

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.

pose of supplementing the State school fund in Dist #20.

In Testimony whereof, witness our hands, this 12 day of Sept 1914.

P Q Johnson, Clerk	}	MANAGERS OF	ELECTION.	{	I E Stephens, Presiding Officer
J S Watts Clerk					G W Dunbar, Judge

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The State of Texas	}	In Commissioners Court, Upshur County Texas. Sept 29th 1914.
County of Upshur.		

On this day came on to be considered the returns of an election held on the 12th day of Sept 1914 in Common School District No 20 of Upshur County upon the question of levying a special tax at the rate of not exceeding 50 cents on the \$100.00 valuation on all taxable property of said district to supplement the public school fund of said district to be used in accordance with law, and it appearing hat said election was in all respects legally held and that said returns were duly and legally made and that there were cast at said election 16 votes, of which number there were cast;

For the Tax.....,11 votes
 Against the Tax..... 5 votes.

And it appearing to the court from said returns that a majority of the qualified property taxpaying voters of said district, voting at said election, voted in favor of said tax, the court does hereby declare said tax to have carried, and th s court is hereby authorized to levy, and have assessed and collected said tax.

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The State of Texas	}	In Commissioners Court Upshur County Texas. Sept 29th 1914.
County of Upshur		

Be it ordered by the Commissioners Court of Upshur County, Texas, that there is hereby levied for the year 1914 on all taxable property in Common School District No 20 of this county on the first day of January of the current year, an ad valorem tax of and at the rate of 25 cents on the \$100 valuation of taxable property in said district, estimated in lawful currenet of the United States, to supplement the state school fund apportioned to said district for the support and maintenance of public free schools therein.

Be it further ordered that there is hereby levied for the year 1914 an ad valorem tax of and at the rate of 25 cents on the \$100 valuation of taxable property in District No. 12, estimated in lawful currency of the United States, to pay current interest on and provide one year's sinking fund for the bonds of said district dated Oct 10th 1914.

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, BELLAS

We 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 refunding W L Wilson \$4.14 School Tax. In Commissioners Court of Upshur County Texas. Sept 29th 1914.

It is ordered by the court that the tax collector, E L Lawrence, be instructed to refund to W L Wilson \$4.14 school tax that he paid in Patton Field School Dist.

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CONTRACT

THIS AGREEMENT, made and entered into on this the 29th day of Sept A D 1914, by and between The Southern Structural Steel Company, of San Antonio, Texas, (hereinafter designated as the "first party") and the County of Upshur, in the State of Texas, by the Commissioners Court thereof, (hereinafter designated as the "second party") WITNESSETH;

That for the consideration hereinafter named and agreed to be paid to the said first party by the said second party, the said first party hereby agrees to well and sufficiently provide all the necessary materials, tools and appliances and furnish all the labor required in the proper construction, erection and completion of a reinforced concrete jail building and appurtenances to be erected on the site of the present old County Jail building, said old building to be removed by second party, (the same, or some other lot of ground similar, and as suitable for receiving the said improvements) to be provided by the said second party, without expense or delay to the said first party, in the town of Gilmer in the County of Upshur, in the aforesaid State, in accordance with the plans (No 1304) and specifications therefor, prepared and furnished by First Party, and now on file in the office of the County Clerk of the second party; said specifications being separate and distinct divisions as follows, referred to herein and hereby made a part hereof.

THE RIGHT IS RESERVED to the said second party to make any alterations it may deem expedient in the said improvements, affecting either the plans or specifications or both, whether of material or labor, increasing or diminishing the whole cost of the same, and in the event that any such changes are determined upon and ordered by the said second party, the said first party shall execute the same accordingly, and the value thereof to be added to or deducted from the original contract price hereinafter named, shall be determined by a fair and reasonable valuation, to be fixed and agreed upon in writing between the parties hereto, before proceeding therewith; due allowance to be made to the said first party for any loss sustained by reason of having started or arranged to start the improvements as originally required; or in case of disagreement thereon, the value thereof shall be fixed by arbitration, as hereinafter provided; and no claim shall be made against the said second party for any extra labor or material unless ordered by the said second party, and the price thereof fixed and agreed upon as above stipulated.

The said first party further agrees to commence the said improvements within a reasonable time after the date hereof, and have the same fully completed ready to deliver to the said second party, in a clean and tenantable condition, on or before the 1st day of March A D 1915; PROVIDED, however that in the event of delay in the commencement or final completion thereof, caused by

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 CITY OF DALLAS

Be it Remembered, That on this _____ day of _____ 190____, there was begun and holden a _____ session of the Honorable
 Commissioners Court of Uptihar 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:

strikes, riots, epidemics, the action of elements, or by any other unforeseen or unusual difficulty, casualty or misfortune that may be encountered, or resulting from circumstances beyond the control of the said first party, including unusual difficulty or delay in procuring or transporting suitable labor or material therefor, such further time shall be allowed to the said first party for the commencement and final completion thereof as may be just, and not less than the amount of time lost by reason of such difficulties or delays; and such extension of time shall in no manner affect the rights or liabilities of either of the parties hereto, bu the same shall subsist, take effect and be enforceable precisely the same as if such allowance and extension of time had not been granted.

IN CONSIDERATION OF the foregoing covenants and agreements being well and faithfully kept and performed by the said first party, the said second party hereby agrees to pay to the said first party, or order, in cash, of lawful money of the United States, the sum of Seven Thousand & no/100 Dollars (\$7000.00) as follows, to wit; Upon the final completion and acceptance of the said improvements Six Thousand Dollars (\$6000.00) and a legally issued County warranty drawn against the General fund for the sum of One Thousand Dollars (\$1000.00) due and payable on February 1st 1916 shall be issued to first party.

It is further provided that second party may at its option at the date of final payment for the improvements retire or pay the warrant above mentioned at a discount of 6% per annum from its face value.

It is further agreed that the first party shall furnish to the second party a good and solvent bond in the sum of Four Thousand dollars within fifteen days of the hereof, said bond guaranteeing the faithful performance of the terms of this contract.

Said first party agrees to observe the State law governing the hours of labor on public buildings.

IT IS FURTHER AGREED, by and between the parties hereto, as follows;

(1) The said second party shall, before the commencement of the said improvements, appoint a Superintendent or Committee, to judge as to the character and quality of the labor and material required under the terms of this agreement, whose duty it shall be to inspect the same during the construction and erection of the said improvements, and make and furnish such estimates of the value thereof from time to time as the manner of payments may required, and should any material be furnished or labor performed, which, in his or their opinion, is not in accordance with the requirements of the plans and specifications thereof, it shall be his or their duty to notify the said first party thereof, in person or by written notice forwarded by registered mail to its proper address, unless he or they sand said first party or its agent or sub-contractor can agree upon the subject in controversy; and that part of the improvements affected by such notice shall cease and not be resumed until an agreement is reached, or the matter in controversy settled by competent authority; and should the said first party furnish any materials for, or have any labor performed, on the said improvements without receiving from the said superintendent or Committee, at the time such material is furnished or labor performed, notice of objection thereto, as aforesaid, the same shall be considered as an acceptance thereof by the said second party, and the said first party shall not thereafter be held responsible therefor, or be required to reconstruct same without full and adequate compensation therefor.

(2) The said second party shall immediately pass such order or orders as may be necessary to legally provide for the acceptance of, and settlement for the said improvements when completed, without delay to the said first party, and, upon receipt of notice from the said first party, or its agents or sub-contractor, of the completion or contemplated completion thereof, the said second party or the Committee appointed by the said second party to make the said settlement, shall meet on the date named in such notice, and if the said improvements have been completed in accordance with the requirements hereof, immediately accept the same, in writing, and make final

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 SOUTHERN STRUCTURAL STEEL CO. SALARIES

We do Rememered, 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

settlement with the said first party therefor, as hereinbefore stipulated; but no such settlement shall be made with, or any payment to be made hereon to any agent or sub-contractor of the said first party, or any one whomsoever, except to one of its principals, or upon the written order of the said first party duly signed by one of its principals.

(3) Should any misunderstanding or disagreement arise between the parties hereto, in relation to any of the labor or material to be furnished under the terms of this agreement, or in relation to any of the stipulations hereof, which cannot be settled between themselves, the matter in controversy shall be referred to two disinterested Arbitrators, (one of which to be chosen by each of the parties hereto), and in case of disagreement between the said two Arbitrators they shall jointly choose a third, and their decision in the matter shall be final and binding on both parties hereto; and any time lost in the prosecution of said improvements by reason of such controversy, shall be allowed to the said first party in the final completion thereof.

(4) In the event that any question arises as to the legality of this contract, or anything pertaining to the same, including omissions of or irregularities in any advertisements, resolutions, orders, acts, etc., in connection with, leading up to or following this contract, or as to the ability of either party to legally and faithfully carry out the agreements set forth therei, it is hereby agreed by both parties hereto that each will pass all orders, resolutions, etc. and do all things, not prohibited by law, that may be requested by the other party, to make possible and insure strict compliance with the provisions of this contract; and to make this contract, and all things, payments, etc. pertaining to sale legal, secure, and in accordance with the laws of this State, and the first party may cease or not begin operations on the work covered by this contract while such questions are pending and unadjusted to the satisfaction of both parties, and the date specified for the completion of the work will be extended for such length of time as may have elapsed during the pendency and adjustment of such question.

(5) The foregoing contains all the understandings and agreements had between the parties hereto, in relation to the furnishing and completion of the said improvements, and the payment therefor, and neither of the said parties is to be held to the performance of any supposed understanding or agreement not herein expressed, or set forth in the plans and specifications referred to herein and made a part hereof.

IN TESTIMONY WHEREOF, the aforesaid parties hereto have caused duplicate copies hereof to be signed by the duly authorized representatives of the said principals, on the date first herein written.

THE SOUTHERN STRUCTURAL STEEL CO

By W M Matthews

UPSHUR COUNTY

By W H McClelland

L J Dalrymple

A Earp

W R Arrington

Members of Commissioners Court thereof.

(seal)

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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

