

Be it remembered that on the 9 day of Aug. A.D. 1920, there was begun and holden a regular session of Commissioners Court of Upshur County, Texas, the following members being present: D. Walker, County, Judge; J. L. George, Commissioner Precinct No. 1; Jerry Dean Commissioner Precinct No. 2; G. W. McIntosh Commissioner Precinct No. 3; A. W. Tucker, Commissioner Precinct No. 4 and G. L. Florence County Attorney; J. W. Bryoe Sheriff; and T. A. Cook, County Clerk, when the following proceedings were had to-wit:

It is ordered by the commissioners court of Upshur County at its Aug. Term 1920 that \$1000.00 be transferred from the Jury fund to the road and Bridge and \$1000.00 be transferred from the Jury fund to the General fund

It is ordered by the commissioners court of Upshur County, that all court house stationery purchased be o. k. by the county auditor. and further ordered that the price of Bridge building be placed at \$.50 pents per foot; and teams and driver at \$6.00 per day; and that no accounts will be allowed that do not have a requisition attached signed by the County Judge and commissioners in whose district the work has been performed

JERRY DEAN, Com. Precinct No. 2
A. W. Tucker Com. Precinct No. 4
J. L. George, Com. Precinct No. 1
G. W. McIntosh, Com. Precinct No. 3.

On this the 12th day of August, 1920, the commissioners court of Upshur County, being in regular session came on to be considered the proposition of the cancellation of the contract heretofore made with Smith Bros for the construction of roads in said county and the termination of all such work and the payment to said contractors of the amount now due under such contracts as shown by estimates submitted by the Engineers in charge.

It is therefore ordered by the Court that any and all contracts heretofore made by this court with Smith Bros for the construction of roads in said county be and the same are hereby cancelled and terminated and that all work done and performed on the roads of said county by said Smith Bros be and the same is hereby received, except as hereinafter provided for, and all such work terminated and that the bond of said Smith Bros heretofore entered into for the faithful performance of said contracts, be and the same is hereby cancelled and held for naught.

It is further ordered by the Court that the Engineers in Charge of said road construction be and they are hereby directed to make final measurements of all work done and performed in pursuance of said contracts and make up and present to this court final and complete estimates of all such work showing the amount now due by said County to said Smith Bros.

It is further ordered that all roads which have been completed undersaid contract and full quantities allowed thereon shall be put in such condition as will be acceptable to the Engineers in charge and commissioners court before being finally received.

It is further ordered by the court that in view of the fact the county cannot at this time make satisfactory sale of the Road Bonds in order to make cash payments to said Smith Bros. That the County Clerk be and he is hereby ordered to issue to said Smith Bros the warrant or warrants of said County in the sum of \$100,000.00, payable on demand and bearing 7% per annum interest, to be payable out of the proceeds of the sale of said County Road Bonds and which amount represents part of the estimates now due said Smith Bros. and that upon final estimate showing balance due under such contract that the said