

It is ordered by the court that \$25.00 each be paid Bert Cain and Lee Chafin on wages past due.

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It is ordered by the court that Russell Grader Co be paid \$200.00 cash on Grader purchased and two warrants, one for \$400.25 due April 1st 1925 and \$400.25 due April 1st 1926 bearing 6% interest from June 12th 1924. Invoice of Grader dated July 5th 1924.

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It is ordered by the court that that notice be published in Gilmer mirror, Upshur County Echo and Big Sandy Times for bids for caring for Upshur County paupers, We want them to have a variety of wholesome food and have necessary comforts, and we reserve the right to reject any and all bids. Bids will be closed August 12th.

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It is ordered by the court that the road hands, Lee Chafin and Bert Cain be paid every two weeks on the O K of the Commissioner they are working for. County Clerk to issue script.

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State of Texas
County of Upshur

On this the 21st day of July A D 1924 the County Commissioners Court of Upshur County Texas was convened in regular session with the County Judge and all of the County Commissioners and the County Clerk present, when the following order, among other proceedings has, was passed, to wit;

WHEREAS, the Commissioners Court of Upshur County has heretofore determined the advisability and necessity for the purchase of one Tractor and has caused to be published a notice of the time and place, when and where the contract for the purchase of said tractor would be awarded upon competitive bids, which notice was published in the Gilmer a Newspaper published once each week in the City of Gilmer in said County, which notice was published once a week for four weeks prior to the time set for letting such contract for said tractor to wit; The 13th day of June A D 1924, and which said notice appeared in its issues of beginning 18th day May 1924, and continued each day till June 14 1924;

And WHEREAS this court did at the time and place specified in said published notice, receive and open bids and canvass the same, and determined that the bid of the Holt Company of Texas, of Dallas Texas, was the best bid received and in consequent thereof this court has entered into contract with the said Holt Company of Texas for the purchase of one 5-ton "CATERPILLAR" ^{20 1/2 ton - 1924 model} Tractor, at the contract price of \$4,350.00, the sum of \$300.00 thereof to be paid in cash on the 7th day of July A D 1924, and the balance of \$3,550.00 to be paid in and evidenced by legally issued Upshur County Road Warrants bearing interest at the rate of six per cent (6%) per annum and maturing serially 1925 to 1928 inclusive, as hereinafter provided; and,

WHEREAS, said contract has been duly considered and understood;

IT IS THEREFORE ORDERED that said contract be ratified and approved and said contract is hereby and here now ratified, confirmed approved and adopted and this court declares the same to be the act and contract of this court and of Upshur County.

IT IS FURTHER ORDERED that the said Holt Company of Texas having furnished said tractor in accordance with the terms of said contract and said tractor having been inspected by this court and fully demonstrated and tried out upon the public roads of the county prior to the awarding of the contract and has been found in all respects satisfactory to this court and to be well worth the price paid and to be paid therefor, and that said County has received full value, and same is hereby accepted.

IT IS FURTHER ORDERED that in accordance with said contract, in addition to said cash payment of \$800.00, the said Holt Company of Texas be issued \$3,550.00 of road warrants of Upshur County to be denominated "UPSHUR COUNTY ROAD WARRANTS" evidencing the balance of the purchase price of said tractor; that said warrants be issued and made payable to the Holt Company of Texas, or bearer, numbered consecutively from one (1) to seven (7) inclusive, in the denomination of Five Hundred (\$500.00) Dollars each, except No 1 for \$550.00, aggregating \$3,550.00. Said warrants shall be dated July 12th 1924 and shall become due and payable as follows;

WARRANT NUMBER	DATE OF MATURITY	AMOUNT
1	on or before April 1, 1925	\$550.00
2 and 3	" " " April 1, 1926	1000.00
4 and 5	" " " April 1, 1927	1000.00
6 and 7	" " " April 1, 1928	1000.00

Said warrants shall bear interest at the rate of six per cent (6%) per annum from date until fully paid, interest payable October 1, 1924 and semi-annually thereafter on the 1st days of April and October of each year, which interest is a part of the contract price agreed to be paid for said tractor. Principal and interest of said warrants shall be paid in lawful money of the United States of America at the County Treasurers office Gilmer Texas.

Said warrants shall be signed by the County Judge, countersigned by the County Clerk registered by the County Treasurer, and the seal of the Commissioners Court shall be impressed upon each of them. The fac simile signatures of the County Judge and the County Clerk may be lithographed upon the interest coupons.

Said warrants shall be in substantially the following form;

No _____ \$ _____

UNITED STATES OF AMERICA

STATE OF TEXAS

UPSHUR COUNTY ROAD WARRANTS

THIS IS TO CERTIFY that for value received, the County of Upshur in the State of Texas is justly indebted and hereby obligates itself to pay to Holt Company of Texas or bearer on or before the 1st day of April A D 1925 at County Treasurers office Gilmer Texas the sum of FIVE HUNDRED DOLLARS, in lawful money of the United States of America, with interest thereon from date hereof at the rate of six (6%) per centum per annum, interest payable October 1, 1924, and semi-annually thereafter on the 1st days of April and October of each year, upon presentation and surrender of proper coupons and the Treasurer of said County is hereby authorized, ordered and directed

to pay to said Holt Company of Texas or bearer, said principal sum, together with interest thereon, evidenced by coupons attached hereto, payable at the bank above named. In event the sum or sums of money evidenced by this warrant and annexed coupons shall not be paid at maturity, the same shall thereafter bear interest at the rate of six (6%) per centum per annum until fully paid, and in default of such payment and this warrant or any of the annexed coupons shall be placed in the hands of an attorney for collection or suit is instituted thereon, the county of Upshur hereby promises and is obligated to pay to the holder hereof ten (10%) per cent additional as attorneys fees.

THIS WARRANT is one of a series of warrants of like date and tenor, except as to denomination and maturity, numbered from One (1) to Seven (7) inclusive, in the denomination of FIVE HUNDRED (\$500.00) Dollars each, except No 1 for \$550.00 aggregating the sum of \$3,550.00 issued for the purpose of evidencing the indebtedness of Upshur County to Holt Company of Texas for one 5-ton "Caterpillar" tractor according to contract, under and by virtue of the Constitution and laws of the State of Texas and pursuant to an order passed by the Commissioners Court of Upshur County on the 21st day of July AD 1924 which order is duly recorded in Book 6 page 159 et seq of the Minutes of said Court.

The date of this warrant, conforming to the order above mentioned is July 12th 1924.

And it is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this warrant have been properly done, have happened and been performed in regular and due time, form and manner, as required by law, and that the total indebtedness of said County, including this warrant and all other of this series, does not exceed any Constitutional or statutory limitation.

IN TESTIMONY WHEREOF, the Commissioners Court of Upshur County has caused the seal of said court to be hereto affixed and this warrant to be signed by the County Judge, countersigned by the County Clerk, and registered by the County Treasurer, as of date last above written.

COUNTERSIGNED;

County Judge Upshur County Texas.

County Clerk Upshur County Texas.

REGISTERED; This the _____ day of _____ A D 19 _____

County Treasurer Upshur County Texas/

The form of interest coupon attached to each of said warrants shall be substantially as follows;

No _____ \$ _____
ON THE 1ST DAY OF _____
19 _____

The County Treasurer of Upshur County Texas will pay to Holt Company of Texas or bearer at County Treasurers office Gilmer Texas the sum of \$ _____ said sum being _____ months interest due that date on Upshur County Road Warrant No _____ dated June 13 1924, to which this coupon is attached and is a part thereof.

County Clerk

County Judge

On the back of each of said warrants there shall be printed the following;

FOR VALUE RECEIVED Holt Company of Texas hereby transfers, sell and delivers the within warrant, together with interest coupons annexed, to bearer, without recourse on it and the bearer hereof is hereby subrogated to all claims, liens, rights and title, whether at law or in equity, which are or may be secured to it by said warrant and the contract by authority of which same was issued and the bearer hereof is authorized to collect the same and to give full receipt and acquittance therefor.

HOLT COMPANY OF TEXAS

By-_____

IT IS FURTHER ORDERED by the Commissioners Court that the pay the cash payment on said tractor maturing July 12th 1924, there is hereby appropriated the sum of \$800.00 out of sums now in the Treasury and to be in the treasury from taxes collected for the current year, which sum of money is hereby set aside for said purposes and shall not be used for any other purpose; that a fund be and the same is hereby made and created and shall be set aside out of the Automobile Tax Fund of Upshur County and shall be designated HOLT TRACTOR FUND which fund shall be used and is hereby appropriated to make the payments of principal and interest of warrant #1 due April 1, 1925 for \$550.00, warrants Nos 2 and 3 due April 1 1926 aggregating \$1000.00, warrants Nos 4 and 5 due April 1st 1927 aggregating \$1000.00 and warrants Nos 6 and 7 due April 1 1928 aggregating \$1000.00 and said respective sums and the interest thereon is hereby appropriated to be paid out of said Automobile Tax Fund of said County for the years aforesaid, together with interest at the rate of six per cent (6%) per annum from the date of said warrants to the date said payments are made, which sums of money shall be set aside and are hereby set aside for said purpose, and the County Treasurer shall pay no warrant, bond, interest coupon, or honor any draft upon the same for any other purpose, and it is further ordered by the court that the County Treasurer be and is hereby ordered to pay said Holt Company of Texas \$800.00 in cash out of any funds now in the treasury for the purpose named.

S J Houghon,
County Judge

J B Woodfin,
Commissioner Pct #1

B F Denson Commissioner Pct #2

J R Hinson
Commissioner Pct #3

L A Richardson
Commissioner Pct #4

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Court adjourned July 21st 1924.

County Judge
J. B. Woodfin
Com'r Pct No 1
B. F. Denson
Com'r Pct No 2
J. R. Hinson
Com'r Pct No 3
Com'r Pct No 4.