

Came on to be considered the election, at East Mountain School House, to increase school tax in common school District No. 31 from 75¢ on the \$100.00 Dollars valuation to not exceeding 100 cents on the \$100.00 Dollars valuation, was found that there were cast 13 votes in said election. 13 votes being cast for the increase of the Tax to not exceeding 100 cents on the \$100.00 Dollar valuation and no votes cast against the increase of said Tax but is therefore declared that the increase of said tax to not exceeding 100 cents on the \$100.00 valuation carried by 13 votes.

Came on to be considered the election held at Indian Rock School House for consolidation of Indian Rock School District No. 18 with New Bethlehem No. 20 was found that there were cast 33 votes in said election there being 32 votes cast for consolidation of said common school District and 1 vote cast against consolidation of said District but is therefore declared that consolidation of said Districts carried by 32.

Came on to be considered the Election at Indian Rock School House in Common School District 18 for the assumption of the out-standing bonded indebtedness in the consolidated school districts No. 18 and 20 in Upshur County was found that there were cast 32 votes for the assumption of said indebtedness and 1 votes against assumption of said bonded indebtedness but is therefore declared that the assumption of the out-standing bonded indebtedness of said consolidated district carried by 31 votes.

Came on to be considered the election held at New Bethlehem School House in Common School District No. 20 for the consolidation of Common School Districts No. 20 and No. 18. It was found that there were cast 16 votes in said election there being 15 votes cast for consolidation of said Districts and 1 vote cast against said consolidation, but is therefore declared that consolidation of said districts, carried by 15 votes.

Came on to be considered the election held at New Bethlehem School House in Common School District 20 in Upshur County for the assumption of the out-standing bonded indebtedness in the consolidated Districts of 18 and 20, was found that there were cast 16 votes in said election, there being 15 votes cast for the assumption of said bonded indebtedness and 1 vote cast against the assumption of said bonded indebtedness, but is therefore declared that the assumption of the out-standing bonded indebtedness carried by 15 votes.

Came on to be considered the election in Indian Rock School District and held at Indian Rock School House and New Bethlehem School House April 3rd, 1926, to consolidate common School Districts No. 18 and 20 and assume the out-standing bonded indebtedness in said Districts, was found that all of the said elections carried and is therefore ordered that consolidated District is created.

THE STATE OF TEXAS
COUNTY OF UPSHUR.

On this the 12th day of April, A. D. 1926 the Commissioners' Court of Upshur County was convened in regular session with the County Judge and all of the County Commissioners and the County Clerk, present; when, among other business transacted, the following order was passed, to-wit:

WHEREAS, the Commissioners' Court of Upshur County, Texas, has heretofore determined the advisability and necessity for the purchase of 2 Road Tractors and has caused to be published a notice of the time and place, when and where, the contract for the purchase of said Road Tractors would be awarded upon competitive bids, and

WHEREAS, said notice was published in the "The Gilmer Mirror", a newspaper published in Gilmer, Texas, of said County, which notice was published once a week for four weeks prior to date set for letting such contract for said tractor, to-wit: April 12th, 1926 which notice appeared in its issues of March 9th, March 16th, March 23rd and March 30th, 1926 which notice read as follows:

NOTICE TO BIDDERS.

"The Commissioners' Court of Upshur County, Texas will receive bids at Gilmer, Texas, on April 12, 1926, for the purchase of one or more Caterpillar Road Tractors."

S. J. MOUGHON, County Judge,
Upshur County, Texas.

WHEREAS, this Court did at the time and place specified in said published notice receive and open bids for the purchase of said road machinery, and did canvass said bids, and has determined that the bid of the R. B. George Machinery Company of Callas, Texas, was the lowest and best bid received for the purchase of One Caterpillar "Thirty" and one Caterpillar 5-Ton Tractor and in consequence thereof this Court has entered into a contract with the said R. B. George Machinery Company for the purchase of said machinery for the contract price of Seven Thousand Five Hundred Fifty (\$7,550.00) Dollars, and the delivery to the said R. B. George Machinery Company, P. O. B. Cars, of one second hand 5-Ton Holt Tractor now owned by Upshur County; said sum of Seven Thousand Five Hundred Fifty (\$7,550.00) Dollars to be paid, Five Hundred Fifty (\$550.00) Dollars in cash and the sum of Seven Thousand (\$7,000.00) Dollars payable in legally issued County road warrants with interest at the rate of six (6%) per centum per annum, payable August 15th, 1926 and semi-annually thereafter on February 15th and August 15th of each year; said deferred payments to be evidenced by legally issued County Warrants maturing \$1,000.00 February 15, 1927; \$1,500.00 February 15th, 1928; \$1,500.00 February 15th, 1929; \$1,500.00 February 15th 1930 and \$1,500.00 February 15th, 1931.

AND, WHEREAS this Court, has determined the necessity for the purchase of said Road Tractors and such purchase was submitted to competitive bids, and it has been determined by this Court that the offer of the R. B. George Machinery Company to furnish it said tractors is the lowest and best bid received, and in consequence thereof this Court has entered into a contract with the said Company for the purchase of said machinery:

AND, WHEREAS, the said R. B. George Machinery Company has given a good and sufficient bond in the full amount of the contract price, executed by the United States Fidelity & Guaranty Company, Baltimore, Md., authorized to do business in the State of Texas,

AND, WHEREAS, said contract has been duly considered, and is for the best interest of Upshur County;

THEREFORE, it is ordered by this Court that said contract be ratified, and approved, and said contract is here now ratified, confirmed, approved and adopted, and

this Court declares said contract to be the act and contract of the Court and of Upshur

County, and shall have effect according to its tenor and purport.

IT IS FURTHER ORDERED that the R. B. George Machinery Company, having furnished said tractors in accordance with the terms of its contract, and the said tractors having been inspected by this Court and found in all respects satisfactory, and it having been determined by the Court that said machinery is well worth the price agreed upon and that Upshur County has received full value and consideration for the price to be paid, it is hereby accepted by said Commissioners' Court, and

IT IS FURTHER ORDERED that in accordance with said contract, interest bearing warrants of Upshur County, Texas, be issued, numbered consecutively from One (1) to Fourteen (14) inclusive, which shall be in the denomination of Five Hundred (\$500.00) Dollars each, aggregating the sum of Seven Thousand (\$7,000.00) Dollars.

They shall be dated April 15th, 1926 and shall mature serially as follows:

Warrant No.	Maturity	Amount.
1 & 2	February 15th, 1927,	\$1,000.00.
3, 4 & 5	February 15th, 1928,	1,500.00.
6, 7 & 8	February 15th, 1929,	1,500.00.
9, 10 & 11	February 15th, 1930,	1,500.00.
12, 13 & 14	February 15th, 1931,	1,500.00.

They shall bear interest at the rate of six (6%) per centum per annum from date until paid, interest payable August 15th, 1926, and semi-annually thereafter on February 15th and August 15th, of each year, which interest is a part of the contract price agreed to be paid for said machinery; principal and interest payable in lawful money of the United States of America at the Continental & Commercial National Bank, Chicago, Illinois.

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

Said warrants shall be in substantially the following form:

No. _____ UNITED STATES OF AMERICA \$500.00
 State of Texas
 County of Upshur
 Upshur County Road Warrant

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 the R. B. George Machinery Company or bearer, on the 15th day of February, 19____ at the Continental & Commercial National Bank, Chicago, Illinois, the sum of Five Hundred (\$500.00) Dollars in lawful money of the United States of America, with interest thereon from date thereof at the rate of six (6%) per centum per annum, interest payable August 15th, 1926, and semi-annually thereafter on February 15th and August 15th of each year upon presentation and surrender of proper coupons; and the Treasurer of said County is hereby authorized, ordered and directed to pay said R. B. George Machinery Company, or bearer, said principal sum, together with interest thereon, evidenced by coupons attached hereto, payable at the Bank above named, out of and from moneys belonging to the "Special Road Warrant Fund" created for the purpose, and if said sum or sums of money shall not be paid at maturity, the same shall thereafter bear interest at the rate of ten (10%) per centum per annum until fully paid, and in the event of such default and claim therefor is placed in the hands of an attorney for collection, or suit is instituted thereon, then the said Upshur County agrees to pay an additional ten (10%) per centum as attorney's fees.

THIS WARRANT is one of a series of fourteen (14) warrants, numbered, consecutively from one (1) to fourteen (14) inclusive, in the denomination of Five Hundred (\$500.00) Dollars each, aggregating the sum of Seven Thousand (\$7,000.00) Dollars, issued to the said R. B. George Machinery Company for the purchase of road machinery in accordance with contract of date April 12th, 1926, 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 12th day of April A. D. 1926, which order is duly recorded in Book _____ at page _____ et seq. of the Minutes of said Court.

THE DATE OF this warrant, conforming to the order above mentioned, is April 15th, 1926.

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 as required by law, and that the total indebtedness due by said County, including this warrant and all others of this

series, does not exceed any constitutional or statutory limitation.

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

County Judge, Upshur County, Texas.

ATTESTED AND COUNTERSIGNED:

County Clerk, Upshur County, Texas.

REGISTERED, this the _____ day of _____, 1926.

County Treasurer, Upshur County, Texas.

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

No. _____ ON THE 15TH DAY OF _____ 19____ \$ _____

The County Treasurer of Upshur County, Texas, will pay to the R. B. George Machinery Company, or bearer, at the Continental & Commercial National Bank, Chicago, Illinois, the sum of _____ (\$ _____) Dollars, out of "Special Road Warrant Fund" said sum being _____ months interest due that day on Upshur County Road Warrant, dated April 15th, 1926, to which this coupon is attached and is a part thereof.

Warrant No. _____

County Judge

County Clerk

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

FOR VALUE RECEIVED, the R. B. George Machinery Company hereby transfers, sells 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.

R. B. GEORGE MACHINERY COMPANY

BY _____

AND IT IS FURTHER ORDERED that, in accordance with said contract, a fund be and the same is hereby made and created and shall be set aside out of any funds coming into the Road and Bridge Fund by operation of law, from the Automobile License Tax, from fines, penalties, forfeitures, etc. or any other moneys coming to the Road and Bridge Fund from whatsoever source, not already appropriated, and shall be designated "R. B. GEORGE MACHINERY COMPANY TRACTOR FUND," which fund shall be used for no other purpose; that to create said fund for the payment of principal and interest, there is hereby appropriated out of any moneys coming to the Road and Bridge Fund, from the Automobile License Tax, from fines, penalties, forfeitures, etc., or from any other funds coming to the Road and Bridge Fund, from whatsoever source, not otherwise appropriated, the following sums of money for the years hereinafter indicated, to-wit:

For the year 1926	No Principal	and	\$140.00 Interest.
For the year 1927	\$1,000. Principal	and	420.00 Interest.
For the year 1928	1,500. Principal	and	360.00 Interest.
For the year 1929	1,500. Principal	and	270.00 Interest.
For the year 1930	1,500. Principal	and	180.00 Interest.
For the year 1931	1,500. Principal	and	90.00 Interest.

which respective sums of money shall be and are hereby set aside out of the Road and Bridge Fund of said County for said respective years and the County Treasurer shall not pay out any of said fund except for the payment of principal and interest of said warrants.

S. J. Mouchon, County Judge.

J. B. Woolfin, Commr. Prec No. 1.

S. G. Newsom Jr., Commr. Prec No. 2.

J. R. Hinson _____, Commr. Prec No. 3.
 L. A. Richardson _____, Commr. Prec No. 3.

IT IS ORDERED by the Court that Clerk, is authorized to issue script to pay parties to hold all Trustee elections upon these sworn account.

IT IS ORDERED BY the Court that Clerk issue warrant for interest due May 15th 1926. Sea Board National Bank N. Y.

195 Series E. Coupons @ \$27.50 -----	\$ 5362.50.
290 Series F. Coupons @ \$27.50 -----	7975.00,
285 Series D. Coupons @ \$27.50 -----	7837.50.
Commissions-----	52.93.
	<u>\$21227.93</u>

IT IS ORDERED by the Court that Clerk issue warrants to Hanover National Bank of New York, to pay Interest on Road & Bridge warrants payable out of the Bond Road and Bridge Fund as follows:

Interest on warrant No. 1, for \$500.00 for 6 mo's @ 6% from 11/1/25 to 5/1/26 ---	\$15.00.
Interest on warrants No. 2 to 35 inclusive for \$1,000.00 ^{each} for 6 Mo's @ 6% from 11/1/25 to 5/1/26-----	1020.00
Commission @ 1/2 of 1%-----	2.59
	<u>\$1037.59</u>

IT IS ORDERED BY THE Court that Clerk issue warrants to Hanover National Bank of New York, to pay interest on Road & Bridge warrants payable out of the General Interest & Sinking Fund as follows:

Interest on warrant No. 1 for \$300.00 for 6 Mo's @ 6% from 11/1/25 to 5/1/26-----	\$ 9.00
Interest on warrants No. 2 to 30 inclusive for \$1,000.00 ^{each} for 6 Mo's @ 6% from 11/1/25 to 5/1/26 -----	900.00
Commission @ 1/2 of 1%-----	2.27
	<u>\$911.27</u>

Came on to be considered the elections held in Commissioners Precinct No. 1 for County School Trustee.

Rube Smith----- 112 votes received.

T. V. Kinnard----- 224 votes received.

Total votes ----- 236 for County Trustee in Commissioners Precinct No. 1 Upshur County, T. V. Kinnard is therefore decl red elected having received 224 votes.

Came on to be considered the elections held in Commissioners Precinct No. 3 for County School Trustee.

Tom Adkinson----- 110 votes received.

T. C. Johnson----- 90 votes received.

J. H. Kings----- 67 votes received.

Total votes----- 267 for County School Trustee in Commissioners Precinct No. 3, Upshur County, T. J. Adkinson is declared elected, having received 110 votes.

Came on to be considered the elections held in Commissioners Precinct No. 4 for County School Trustees.

Mrs. Gladys Cadenhead -----67 votes received.

H. J. Ferrell-----143 votes received.

Total votes----- 210 for County School Trustee in Commissioners Precinct No. 4, Upshur County, H. J. Ferrell is declared elected, having received 143 votes.

Came on to be considered the elections of the Independent School District election for Trustees in Big Sandy, Independent School District, Big Sandy, Texas.

H. E. Spear received----- 4 votes.

G. A. Tohite received----- 119 votes.

W. H. Farror received----- 119 votes.

A. H. Lutonsky received----- 157 votes.

J. G. Howell received----- 160 votes.

Vance Gorman received----- 48 votes.

Archie Kay received----- 9 votes.

O. J. Bruce received----- 57 votes.

H. G. Ferrell received----- 1 votes.

Bud Kings received----- 1 votes.

W. L. Perdue received----- 2 votes.

L. W. Proherd received----- 3 votes.

Total votes----- 680

G. A. Tohite, W. H. Farror, A. H. Lutonsky and J. G. Howell are declared elected Trustees of Big Sandy Independent School District.

Came on to be considered election held at Indian Rock School District No. 18 on 29th day of March 1926 to increase School Tax from 50¢ on the \$100.00 valuation to not exceeding 75¢ on the \$100.00 valuation was found that increase of School Tax received 47 votes, Against increase of school tax, 8 votes, Total votes 55. There being cast 47 votes the increase of School tax from 50¢ exceeding 75 cents on \$100.00 valuation carried.

Came on to considered petition of lawful no qualified voters for an election to determine whether or not the city of Big Sandy as prayed for shall be incorporated as a city under the Commissioners form of government and secondly; for an election of a Mayor and two Commissioners of said City of Big Sandy as Prayed for in said Petition Granted as prayed for

Regular Session Court Convened 4/13/1926.

Came on to be considered the matter of transferring \$154.83 building funds of New Bethlehem District No. 20 to local maintenance fund of same District No. 20 and whereas the District has no further use for this fund as building fund it is ordered