

of said election, and found that the majority of votes cast were for said stock law; and
 WHEREAS, through oversight, inadvertence, or for some unknown reason the result
 of said election was not placed upon the minutes of the said Commissioners Court; and,
 WHEREAS, on the 14th day of March, A.D. 1935, the Commissioners Court of Upshur
 County, Texas, duly and legally caused said result and other necessary orders to be entered
 nunc pro tunc upon the minutes of said court.

NOW, therefore, I, J.R. Hinson, County Judge of Upshur County, Texas, do hereby
 issue this my proclamation, declaring that such election resulted in favor of preventing
 horses, mules, jacks, jennets and cattle from running at large in said County, and that
 after the expiration of thirty days from its issuance it shall be unlawful to permit to run
 at large, within the limits of Upshur County, Texas, any animal of the classes hereinbefore
 mentioned, and I order and direct that this proclamation be posted at the courthouse door
 of this county, and published in Gilmer Mirror a newspaper published in Upshur County, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 14th day of March, A.D. 1935.
 J.R. HINSON, COUNTY JUDGE OF UPSHUR COUNTY, TEXAS.

ATTEST:
 B.C. ELWELL, Ex-OFFICIO CLERK OF THE COMMISSIONERS
 COURT OF UPSHUR COUNTY, TEXAS. SEAL.

A copy of the above proclamation as Stock Law Election in Upshur County, Texas,
 was posted at the Courthouse Door of Upshur County on March 14, 1935, and a copy published
 in the Gilmer Mirror on March 14, 1935.

B.C. ELWELL, County Clerk Upshur
 County, Texas.

By Edith Hogg, Deputy.
 Seal.

~~~~~

STATE OF TEXAS, |  
 COUNTY OF UPSHUR |

On this, the 11th day of March, 1935, the Commissioners' Court of said County  
 was convened in regular meeting at the Court House, with the following members present, to-wit:

- J.R. HINSON, County Judge,
- J B WOODFIN, Com. Pct. No. 1
- W C HENDERSON, Com. Pct. No. 2
- J P DAVIS, Com. Pct. No. 3
- M O HOLMES, Com. Pct. No. 4

B.C. ELWELL, County Clerk and Ex-officio Clerk, of the  
 Commissioners' Court;

and with the following absent: none; constituting the entire court, at which time the  
 following, among other proceedings, were had:

There came on to be considered the matter of the confirmation of the contract between  
 said County and R.B. George Machinery Company, of Dallas, Texas, providing for the purchase  
 of certain road machinery as is more fully set out in such contract, and the issuance of  
 warrants in payment therefor, and after due consideration, Commissioner \_\_\_\_\_  
 introduced a proposed order.

The order was read in full by the Clerk.

It was moved by Commissioner \_\_\_\_\_ and seconded by \_\_\_\_\_

that the order be passed finally, which motion was carried by the following vote:

AYES: Commissioners, \_\_\_\_\_

NOES: None

WHEREUPON, the County Judge declared the order finally passed. The order follows:

AN ORDER CONFIRMING CONTRACT BETWEEN THE COUNTY OF UPSHUR AND R.B. GEORGE MACHINERY COMPANY, OF DALLAS, TEXAS, PROVIDING FOR THE PURCHASE OF ROAD MACHINERY BY SAID COURT, PROVIDING FOR THE ISSUANCE OF INTEREST BEARING TIME WARRANTS OF SAID COUNTY, IN PAYMENT THEREON, PROVIDING FOR THE LEVY AND COLLECTION OF TAXES ON ALL THE TAXABLE PROPERTY IN SAID COUNTY SUFFICIENT TO PAY THE INTEREST ON SAID WARRANTS AND THE PRINCIPAL AS IT MATURES.

WHEREAS, heretofore the Commissioners' Court has determined the necessity of purchase certain road equipment.

WHEREAS, on or about the 11th day of March, 1935, the County of Upshur, acting by and through its proper officers whose names are shown thereon, authorized by the Commissioners' Court, entered into contract with the R.B. George Machinery Company, of Dallas, Texas, contractor, whereby the said contractor obligated itself to sell and deliver to said County certain road machinery for said county, in accordance with the specifications adopted by said county, for that purpose, which contract is as follows, to-wit:

PROPOSAL BY  
R.B. GEORGE MACHINERY COMPANY  
DALLAS, TEXAS

March 11, 1935.

TO THE COUNTY JUDGE AND COMMISSIONERS' COURT:  
UPSHUR COUNTY, TEXAS.

R.B. GEORGE MACHINERY COMPANY, OF DALLAS, TEXAS, agrees to furnish to you, after the acceptance of this proposal, and the proper execution and approval of the accompanying contract, the following machinery:

|                                                              |            |
|--------------------------------------------------------------|------------|
| 1 CATERPILLAR MODEL SIXTY SIX POWER-CONTROLLED LEANING WHEEL |            |
| 12 FT. BLADE GRADER, WITH STEERABLE TRACTOR POLE, WEIGHT     |            |
| 10,200#, OTHERWISE STANDARD EQUIPPED,                        | \$2,067.00 |
| 1 TWO FT. RIGHT-HAND BLADE EXTENSION                         | 20.50      |
| 1 TWO FT. LEFT-HAND BLADE EXTENSION                          | 20.50      |
|                                                              | <hr/>      |
| TOTAL                                                        | \$2,108.00 |

to be furnished in accordance with the specifications attached hereto and made a part of this proposal and contract, to be shipped immediately after the receipt of and approval of the contract executed on the part of the county, subject to all delays beyond the control of the company, for the sum of \$2,108.00, f.o.b., Gilmer, Texas.

Respectfully submitted,  
R.B. GEORGE MACHINERY COMPANY  
By: J. Lee Jackson, Vice-President.

THE STATE OF TEXAS |  
COUNTY OF UPSHUR |

THIS MEMORANDUM OF AGREEMENT, made and entered into by and between R.B. GEORGE MACHINERY COMPANY, OF DALLAS, TEXAS, having its principal office and place of business in the City of Dallas, Texas, hereinafter designated "the company", and Upshur County, Texas, a quasi-municipal corporation, acting by and through its Commissioners' Court, hereinafter designated "the County."

WITNESSETH: In consideration of the representations contained in the annexed proposal, together with attached specifications, which proposal and specifications are hereby made a part of this contract, the said County hereby accepts said proposal and agrees to purchase said machinery, the same to be delivered f.o.b., Gilmer, Texas, immediately and agrees to pay to said R.B. George Machinery Company, of Dallas, Texas, for said machinery upon delivery and acceptance of same, the sum of \$2,108.00, said money to be paid as follows:

CASH: None.

Its legally issued interest-bearing time warrants for the remainder of the consideration as follows: Bearing interest at the rate of six per cent (6%) per annum from date, to be dated of even date with the contract, interest payable semi-annually, October 15th, and April 15th, of each year, at the Farmers & Merchants National Bank, of Gilmer, Texas, to be of the denomination of \$708.00, \$700.00, and \$700.00, maturing as follows:

| MATURITY DATES   | AMOUNTS  |
|------------------|----------|
| April 15th, 1936 | \$708.00 |
| April 15th, 1937 | \$700.00 |
| April 15th, 1938 | \$700.00 |

All vouchers, checks, and warrants are to be made payable to the order of R.B. George Machinery Company, of Dallas, Texas.

The county agrees and binds itself that the Commissioners' Court will levy a tax concurrently with the formal ratification of this contract, sufficient to pay the interest and to provide an adequate sinking fund for the redemption of the warrants to be issued under this contract, in such form as may be required to effectively establish the legality of said warrants and that its officials will execute such certificates as are necessary or convenient to reflect the legality of the proceedings and of the warrants.

EXECUTED in duplicate originals under authority of the Commissioners' Court of said County, this 11th day of March, 1935.

UPSHUR COUNTY, TEXAS.

BY: J.R. HINSON, County Judge,

J.B. WOODFIN, Commissioner Precinct No. 1

W.G. HENDERSON, Commissioner Precinct No. 2

J.P. DAVIS, Commissioner Precinct No. 3

M.O. HOLMES, Commissioner Precinct No. 4.

ATTEST:

B.O. ELWELL, County Clerk and Ex-officio

Clerk, Commissioners' Court

Seal

WHEREAS, the county does not have funds on hand available for the purpose to pay for said machinery, but will have the funds on hand from taxation sufficient to pay the warrants herein provided; and

WHEREAS, this order ratifying the contract and making it the contract of the county, and levying a tax to support the warrants, is being passed concurrently with, or in advance of the delivery of the machinery.

BE IT ORDERED BY THE COMMISSIONERS' COURT OF THE COUNTY OF UPSHUR, TEXAS:

(1) That said contract be and the same is hereby in all things ratified, confirmed and approved as the act and contract of said county, and the same shall have effect according to its tenor and purport.

(2) That in accordance with said contract, warrants of said County to be denominated "COUNTY OF UPSHUR ROAD MACHINERY WARRANTS, SERIES 1935", be issued in the sum of \$2108.00, payable to the R.B. George Machinery Company, of Dallas, Texas, or bearer, evidencing the indebtedness due by said county under and by virtue of said contract;

(3) Said warrants shall be numbered from one (1) to three (3) inclusive; shall be in the denominations of \$708.00, \$700.00 and \$700.00, aggregating \$2108.00; they shall be dated March 11, 1935, and shall bear interest at the rate of six per cent (6%) per annum, payable October 15, 1935, and semi-annually thereafter on April 15th, and October 15th, of each year, which interest is a part of the contract price agreed to be paid for said machinery.

Principal and interest of said warrants shall be payable at Farmers & Merchants National Bank, Gilmer, Texas, and said warrants shall be made to mature as follows:

| WARRANT NUMBERS | MATURITY DATES | AMOUNTS  |
|-----------------|----------------|----------|
| 1               | April 15, 1936 | \$708.00 |
| 2               | April 15, 1937 | \$700.00 |
| 3               | April 15, 1938 | \$700.00 |

(4) Said warrants shall be signed by the County Judge, countersigned by the County Clerk of said county and registered by the County Treasurer, and the seal of the said County shall be impressed upon each of them.

(5) The form of such warrants shall be substantially as follows:

NO. \_\_\_\_\_ UNITED STATES OF AMERICA \$ \_\_\_\_\_  
 STATE OF TEXAS  
 COUNTY OF UPSHUR ROAD  
 MACHINERY WARRANT  
 SERIES 1935

The County of Upshur, a quasi-municipal corporation, organized under the General Laws of the State of Texas, for value received, acknowledges itself indebted and hereby promises to pay to the R.B. George Machinery Company, of Dallas, Texas, or bearer, on the 15th day of April, 19\_\_\_\_\_. \_\_\_\_\_ Dollars, in lawful money of the United States of America, with interest thereon from date hereof, at the rate of six per cent per annum payable October 15, 1935, and semi-annually thereafter on April 15th, and October 15th of each year, which interest is evidenced by coupons attached hereto, principal and interest payable at the office of Farmers & Merchants National Bank, Gilmer, Texas, upon presentation and surrender of warrant or proper coupons; the County Treasurer is authorized, ordered and directed to pay to bearer said principal sum and interest as the same matures. In the event the sum of money evidenced by this warrant and the annexed coupons shall not be paid at maturity, the same shall thereafter bear interest at the rate of six per cent per annum, until fully paid, and in the event of such default, and it becomes necessary for the holder thereof, or of any of the coupons attached thereto to place claim therefor in the hands of an attorney, for collection, or to institute suit thereon, the said County obligates itself to pay to the holder an additional ten per cent (10%) as attorney's fees.

THIS WARRANT is one of a series of three (3) warrants of like date and tenor except as to maturities; numbered one (1) to three (3) inclusive, in the denomination of \$700.00 each, except Warrant Number One (1) for \$708.00, aggregating the sum of \$2108.00, issued for the purpose of evidencing the indebtedness due by said county to the R.B. George Machinery Company of Dallas, Texas, or bearer, for the purchase of certain road machinery by said county in accordance with contract therefor; and pursuant to an order passed by the Commissioners' Court of said county which order is recorded in the minutes of said Commissioners' Court.

THE DATE of this warrant, in conformity with the order above mentioned is March 11, 1935 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 and of this series of warrants 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 the entire series of which this is one, does not exceed any constitutional or statutory limitation; and that a sufficient tax to pay the principal and interest of this warrant and the entire series of which this is one has been levied for said purpose and will continue to be annually levied, assessed and collected while said warrants or any of them are outstanding.

IN TESTIMONY WHEREOF, the Commissioners' Court of Upshur County, Texas, has caused the seal of this 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, and the interest coupons hereto attached to be executed by the signatures of the County Judge and the County Clerk, as of the 11th day of March, 1935.

J.R. HINSON, County Judge, Upshur County, Texas.

COUNTERSIGNED: B.C. ELWELL, County Clerk and  
Ex-Officio Clerk, Commissioners' Court.

Registered, this the 11th day of March, 1935.

W.A. Lunsford, County Treasurer,  
Upshur County, Texas.

(6) The form of interest coupons attached to each of said warrants shall be substantially as follows: No. \_\_\_\_\_ \$ \_\_\_\_\_

On the 15th day of \_\_\_\_\_, 19\_\_\_\_, the County Treasurer of the County of Upshur, State of Texas, will pay to the bearer at the office of Farmers & Merchants National Bank, Gilmer, Texas, the sum of \_\_\_\_\_, Dollars, being, \_\_\_\_\_ months' interest due that date on the County of Upshur Road Machinery Warrants, Series 1935, dated March 11, 1935, No. \_\_\_\_\_.

B.C. ELWELL, County Clerk.

J.R. HINSON, County Judge

(7) There shall be printed in the back of each of said warrants substantially the following endorsement for the purpose of transfer of same;

ENDORSEMENT THIS IS TO CERTIFY that R.B. George Machinery Company, of Dallas, Texas, received the within warrant and interest coupons annexed thereto from the officer of Upshur County, Texas, and for value received, hereby transfer, sells and delivers said warrant and annexed coupons to bearer, without recourse, and the bearer hereof is hereby subrogated to all claims, rights, and title, whether at law, or in equity, which are or may be secured to it under said warrants and the contract under which same were issued, and the bearer is authorized to collect same and to give full receipt and acquittance therefor.

R.B. GEORGE MACHINERY COMPANY

BY: \_\_\_\_\_

(8) That to pay the interest as it accrues and to create a sinking fund to retire said warrants at their maturity and to provide for 10% attorney's fees in event of default, a tax of \_\_\_\_\_ and at the rate of \_\_\_\_\_ cents (\_\_\_\_\_) on the one hundred dollars valuation of all taxable property in the said County of Upshur, Texas, out of the constitutional 15¢ Road and Bridge Taxing fund of said County is hereby levied for the year 1935, that during the year 1936, and each year thereafter while any of said warrants or any interest thereon are outstanding and unpaid, and at the time other county taxes are levied in each of said years, there shall be computed and ascertained what rate of tax based upon the latest approved tax rolls of said county will be necessary, requisite, and sufficient to fully make, raise and produce in each of said years the amount of principal necessary to be raised for that year, plus interest maturing in said year upon the amount of this series of warrants outstanding and unpaid and to provide for 10% attorney's fees in case of default, and for each of said years thereis hereby ordered to be, and there is hereby levied and ordered to be assessed and collected in due time, form and manner, a tax at the rate which shall be found necessary, as aforesaid, and all the proceeds of such taxes shall be placed in a separate fund for this series of warrants, known and designated as "ROAD MACHINERY WARRANT FUND, SERIES 1935", and the County Treasurer shall not honor any draft upon said fund or pay out any of the same except in the payment of interest on said warrants, or for retiring the same, or for attorney's fees, as provided above.

(9) The County Judge and County Clerk are hereby directed to execute said warrants and the Treasurer is hereby directed to register them, and said officers are hereby directed to immediately deliver said warrants to the R.B. George Machinery Company, of Dallas, Texas, in consideration for the delivery to the County of said road equipment which has been this day delivered to the County and accepted by the County as being in accordance with the contract. The Commissioners' Court hereby finds and hereby officially declares that it has received full consideration for said warrants.

(10) At such time as the holder of this series of warrants or of such part of this series of warrants as remains outstanding and unpaid, presents a request to this court, it is agreed that regularly printed warrants bearing coupons will be substituted for these warrants; provided the printed warrants are furnished to the court at the expense of said holder.

PASSED AND APPROVED this the 11th day of March, 1935.

ATTEST: J.R. HINSON, County Judge, Upshur County, Texas.  
B.C. ELWELL, County Clerk and Ex-officio Clerk,  
Commissioners' Court.

STATE OF TEXAS,  
COUNTY OF UPSHUR,

I, the undersigned County Clerk and Ex-officio Clerk of the Commissioners' Court of Upshur County, Texas, do hereby certify that the foregoing is a true and correct copy of an order passed by the Commissioners' Court of the County of Upshur, Texas, held at the Court House in said County on the 11th day of March, 1935, at which meeting the County Judge and all members of the Court were present, which order is recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, et seq. of the Minutes of said Court.

GIVEN under my hand and seal of said Court, this the 11th day of March, 1935.

B.C. ELWELL, County Clerk and Ex-officio Clerk,  
Commissioners' Court.

Seal.

SIGNATURE IDENTIFICATION AND NON-LITIGATION CERTIFICATE.

STATE OF TEXAS |  
COUNTY OF UPSHUR |

WE HEREBY CERTIFY that we did officially sign the \$2108.00 of ROAD MACHINERY WARRANTS, SERIES 1935, drawing six per cent interest, payable semi-annually and delivered herewith, said warrants being dated March 11, 1935, being of \$705.00, \$700.00 and \$700.00 denomination, numbered one (1) to three (3), both inclusive, maturing 1936 to 1938.

We, the undersigned, being at the date of such signature and now the duly chosen qualified and acting officers indicated therein and authorized to execute same.

WE DO FURTHER CERTIFY that no litigation of any nature is now pending or threatened, restraining or enjoining the issuance and delivery of said warrants; or the levy and collection of taxes to pay interest and principal, or in any manner questioning the proceedings or authority by which same is made, or affecting the warrants thereunder; and

That neither the corporate existence nor boundaries, nor the title of present officers to their respective officers is being contested, and that no authority nor proceedings for the issuance of said warrants have been repealed, revoked, or rescinded.

WE FURTHER CERTIFY that we are acquainted with the official seal of said Commissioners' Court and that an impression of said official seal is affixed to each of said warrants and that a correct impression of the same also appears upon this certificate.

That the signatures of the County Judge and County Clerk appear upon the coupons attached to said warrants. Executed and delivered at Gilmer, Upshur County, Texas, this 11th

day of March, 1935.

| <u>SIGNATURE</u> | <u>OFFICIAL TITLE</u> |
|------------------|-----------------------|
| J.R. HINSON      | County Judge          |
| B.C. ELWELL      | County Clerk          |
| W.A. Lunsford    | COUNTY TREASURER.     |

Seal.

Subscribed and sworn to before me, the undersigned Notary Public, in and for Upshur County, Texas, this 11th day of March, 1935.

Seal.

W.F. Glass, Notary Public, Upshur County, Texas.

\*\*\*\*\*

The application for deputies and salaries in Co. Clerk's office approved as follows: Mrs. Edith Hogg and Mrs. Vernon DePriest, each \$25.00 weekly.

Motion made, seconded and carried that C.R. Fuller continue Gopher extermination work one more month, at \$125.00 out Gen. fund.

Motion made, seconded and carried that Co. Clerk issue warrant on General fund to J. Moxford for eight dollars for expense to Sanitorium at Austin, and to Harry Rutledge for fifteen dollars for expense carrying Henry Cox to San Antonio.

Motion made, seconded and carried authorizing County Clerk to issue warrant on R & B fund for \$55.00 fifty five dollars to Mrs. E.B. West \$15.00 being agreement of former court and \$40.00 being agreement of present court, settlement for all damages done on Highway \$155.

Motion made, seconded and carried authorizing County Clerk to issue warrant to J.R. Brison on R & B fund for \$70.00 Seventy dollars, for moving L.D. Covin's buildings from Right of way \$155.

We the Commissioner's Court of Upshur have this day reduced J.W. Davis land from \$7.00 per acre to \$5.00 per acre, this the 9 day of March 1935.

✓ Motion made, seconded & carried that securities as follows be accepted and approved by the Court as bond to County for depository, from Banks as follows:

FARMERS AND MERCHANTS NATIONAL BANK - U.S. 3 1/8 Treas. Bonds 1946-49 Due 6-15-49; Nos. 2737 H to 2740 L - \$40000.00; East Mt. School District #31 Bonds of Upshur Co. \$18000.00. FIRST NATIONAL BANK, U.S. 3 1/8 Treas. Bonds of 1946 - 49 Due 6-15-49. Nos 2731 A - 2736 F - \$60000.00 - - Forty Thousand to secure Upshur County Deposits and Twenty Thousand to secure Upshur County School Fund Deposits.

Motion made by Com. Davis and seconded by Com. Henderson that Upshur County agree to the expenditure of \$1100.00 for a Courthouse and Jail in Precinct 8 at Big Sandy, Texas, this sum representing the amount of money required to build and furnish said building, and the lot owned by the County at Big Sandy to be sold and the proceeds applied on a new lot for the new building. A deed to the new lot shall be made to Upshur County. The County agrees to the expenditure of this sum of \$1100.00 and no more for the erection of this building and furnishing same. The expenditure of this sum for materials shall be by bids duly advertised for. Motion carried.

Motion made, seconded and carried that the following transfers be made;

|           |             |          |          |
|-----------|-------------|----------|----------|
| Auto 1 -- | To R & B #1 | -- -- -- | \$113.36 |
| Auto 4 -- | to R&B #4   | -- -- -- | 586.27   |
| Sp. 1 --  | to R & B #2 | -- -- -- | 270.41   |
| Sp. 1 --  | to R&B #4   | -- -- -- | 40.00    |
| Sp. 2 --  | to R&B #1   | -- -- -- | 1153.26  |
| Sp. 2 --  | to R&B #3   | -- -- -- | 128.13   |

|       |     |                 |       |        |
|-------|-----|-----------------|-------|--------|
| Sp. 3 | --- | to R&B # 2      | ----- | \$9.69 |
| Sp. 4 | --- | to R&B #2       | ----- | 6.85   |
| Sp. 5 | --- | to R&B #2       | ----- | 9.85   |
| Sp. 6 | --- | to R&B #4       | ----- | 57.26  |
| Sp. 7 | --- | to R&B #4       | ----- | 20.88  |
| Sp. 8 | --- | to R&B #3       | ----- | 26.86  |
| Sp. 1 | --- | to Auto 2 Fund  | ----- | 17.66  |
| Sp. 8 | --- | to Auto 3, Fund | ----- | 16.54  |

THE STATE OF TEXAS )  
COUNTY OF UPSHUR |

I, Mrs. E.B. West, agree to accept \$55.00 for all damages incurred on Highway No.155.  
Dated at Gilmer, Texas, this 21 day of February, A.D. 1935.

Mrs. E.B. West,

Witness:

Ruby DePriest.

-----  
J. D. ADAMS CONTRACT.

THE STATE OF TEXAS |  
COUNTY OF UPSHUR |

ON this the 16th day of March, 1935, The Commissioners' Court of said County was convened in regular meeting during a Regular Term of Court in the Court-house with the following members of said Court present, to-wit:

- J. R. HINSON----- County Judge.
- J. B. WOODFIN, ----- Commissioner Precinct No. 1,
- W.G.HENDERSON, ----- Commissioner Precinct No. 2,
- J. P. Davis, ----- Commissioner Precinct No. 3,
- M. O. HOLMES, ----- Commissioner Precinct No. 4,
- B. C. ELWELL, ----- County Clerk, and Ex-Officio Clerk,  
Commissioners' Court.

and with the following absent, None, constituting the entire court at which time the following among other proceedings were had:

There came on to be considered the matter of the confirmation of the contracts between said County and J.D.Adams Company providing for the purchase of certain road machinery as is more fully set out in such contracts, and the issuance of warrants in payment therefor, and after due consideration Commissioner Woodfin introduced a proposed order.

The order was read in full by the Clerk.

Commissioner Woodfin, made a motion that the order be passed. The motion was seconded by Commissioner Henderson, and the motion was carried by the following vote:

- AYES: Commissioners, Woodfin, Henderson, Davis and Holmes.
- NOES: NONE.

THEREUPON, the County Judge declared the order finally passed.

The order is as follows:

AN ORDER:

Confirming Contracts between the County of Upshur and J.D. ADAMS COMPANY for the purchase of Road Machinery by said County, providing for the issuance of interest bearing time Warrants of Said County in payment therefor, Providing for the Levy and collection of taxes on all taxable property in said County sufficient to pay the interest on said warrants and the principal as it matures.

WHEREAS, heretofore the Commissioners' Court of Upshur County has determined the necessity of purchasing certain road machinery and has directed the County Clerk to advertise for bids in a newspaper of general circulation within the County; and