

MAY 1, 1959

Commissioner's Court met in Special Session with all members present.

Motion made, seconded and carried to call for payment Bonds 297-303, Special Road Bonds, Series F, in the amount of \$7,000.00. Bonds to be paid by Board of County and District Road Indebtedness.

Welby K. Parish

Jim Shockey

Bryant Holmes

Cloe Spencer

Horace Morris

MAY 11, 1959

On this the 11th day of May, 1959, the Commissioner's Court met in regular session with all members present.

Motion was made by Bryant Holmes that all moneys collected from delinquent taxes that would be allocated to the Road & Bridge Fund and all penalty and interest will be placed in a Right-of-Way Fund for State and Federal Roads. Motion was seconded by Jim Shockey and carried by the Court.

Motion was made by Bryant Holmes to buy a new typewriter for the County Superintendent's office and seconded by Cloe ^{*purchaser*} Spencer and carried by the Court.

Welby K. Parish

Bryant Holmes

Cloe Spencer

Horace Morris

MAY 12, 1959

Commissioner's Court met in Regular Session with all members present.

Motion made, seconded and carried to accept the bid of Hobbs Equipment Co. on one new Oliver-Crawler Tractor, Model #CC-9657, H.P. 4 cylinder diesel motor. Less trade-in of one used TD6 International Tractor & loader. Net difference, \$5,000.00.

Welby K. Parish

Jim Shockey

Bryant Holmes

Cloe Spencer

Horace Morris

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CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS

COUNTY OF UPSHUR

KNOW ALL MEN BY THESE PRESENTS.

WHEREAS, The Commissioners Court, after having given to the

County Attorney of Upshur County
(District) (County)

thirty days written notice to file delinquent tax suits, and

(1) ~~at the attorney's office~~ ~~to do so~~
(failed) (refused)

(2) having received from him a written statement declining the request of this Court to file delinquent tax suits, for reasons therein stated, and waiving his right to the 30-day period and consenting to the Court's entering into a contract with others for the collection of delinquent taxes, without awaiting the 30-day period,

and a record thereof having been made in the Minutes of said Court; and

WHEREAS, The Commissioners Court of Upshur

County, Texas, joined by the Comptroller of Public Accounts of the State of Texas, deem it necessary and expedient to contract with some competent attorney to enforce the collection of all delinquent State and county taxes for a per cent of said taxes, penalties and interest actually collected and paid to the Collector of Taxes, as provided in Chapter 21, Acts of the Third Called Session of the 38th Legislature, Article 7335, Revised Civil Statutes, 1925, Chapter 8, Acts of the Fourth Called Session of the 41st Legislature, Article 7335a, Vernon's Annotated Civil Statutes; and Chapter 229, Acts of the 42nd Legislature, Article 7264a, Vernon's Annotated Civil Statutes; and

WHEREAS, After making an investigation into the competency, experience and ability of Edwin M. Fulton a licensed attorney under the laws of this State, whose post office address is Gilmer, Texas, as to his fitness for said work, and after considering the same, are of the opinion that he is a proper party to take such steps as may be necessary to enforce or assist in the enforcement of the collection of such delinquent taxes by the preparation, filing and pushing to a speedy conclusion all suits for the collection thereof; and that he has no official connection with any county office within said county; and that he is not related within the second degree of affinity or within the third

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degree of consanguinity to any member of the Commissioners Court, the Tax Collector, or County or District Attorney not holding office in said county.

NOW, THEREFORE, THIS CONTRACT, made and entered into by and between the County of Upshur, Texas, a body politic and corporate, acting herein, and by and through the Commissioners Court, joined by the Comptroller of Public Accounts of the State of Texas, hereinafter styled First Party, and Edwin M. Fulton of the County of Upshur, State of Texas, hereinafter styled Second Party:

W I T N E S S E T H

I.

First Party agrees to employ and does hereby employ Second Party to enforce by suit or otherwise, and to aid and assist the local officers in the enforcement of the collection of all delinquent State and county ad valorem taxes, penalty and interest, and all delinquent taxes, penalty and interest (except taxes of independent school districts and incorporated cities and towns) due any and all political subdivisions or defined districts of said county and State which the County Tax Collector receives and receipts for, under the provisions of Article 7254, Revised Statutes, 1925, and shown to be delinquent upon the delinquent tax records of said county from 1919 to the date of the termination of this contract as fixed in Section IX hereof (including such personal property or insolvent taxes as the Commissioners Court and Second Party mutually deem collectible).

II.

Taxes which are not now delinquent, but which hereafter during the term of this contract are allowed to fall delinquent, shall become subject to the terms of this contract on September 1st of the year in which the same shall become delinquent. And further, with reference to taxes not now delinquent, but which become delinquent during the term hereof, or taxes which may have fallen delinquent on February 1st or subsequent thereto next preceding the date of this contract, it is agreed that where suit is or has been brought on any property for prior years delinquent taxes, Second Party shall include in his action all taxes on the property involved, delinquent before trial, whether before or after September 1st of such year; and where the State and county or impleaded or intervene in a suit brought by another taxing unit, it shall be Second Party's duty to include

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in his answer or intervention all taxes delinquent before trial on the property involved, whether such taxes shall fall delinquent before or after September 1st of such year, and in all such cases Second Party shall be entitled to the commission herein provided for collecting delinquent taxes.

III.

Second Party is to call to the attention of the County Tax Collector or other officials any errors, double assessments, or other discrepancies coming under his observation during the progress of the work, and all charges on the tax rolls that show from 1919 to the date of the termination of this contract to be delinquent, which are caused through error, conflicts, double renditions, illegal assessments, etc. A cancellation certificate shall be prepared on forms furnished by the State Comptroller of Public Accounts, Austin, Texas, showing how such errors came about, and which shall be sufficiently full and complete as to justify the Commissioners Court in ordering a cancellation certificate issued, and that will meet with the approval of the Comptroller of Public Accounts, Austin, Texas.

IV.

Second Party hereby agrees and obligates himself to communicate with each and every person, firm, association or corporation owing any of such taxes, with a view of collecting same; and shall, before filing suits for the recovery of delinquent taxes for any year or years prepare, in triplicate, delinquent tax notices, and shall mail one of such notices to the owner or owners of said property at their last known address, covering all delinquent taxes shown to be due on the tax rolls of said county, as provided for in Article 7324, Revised Civil Statutes, 1925, as amended by Chapter 117, page 196, Acts of the 42nd Legislature, Regular Session, and file one copy of such notice with the Tax Assessor-Collector. In the event that the taxes, together with penalty and interest, are not paid within thirty (30) days from the date such statements and notices are mailed, then Second Party shall prepare, file and institute, as soon as practical thereafter, a suit for the collection of said taxes, penalty and interest, which suit shall include all past due taxes for all previous years on such tract or tracts, and where there are several lots in the same addition

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or subdivision delinquent, belonging to the same owner or owners, all said delinquent lots shall be made the subject of a single suit, and which suit shall be prosecuted with dispatch to final judgment and sale unless said taxes are sooner collected.

V.

Second Party, where it is necessary to prepare and file suits for the enforced collection of delinquent taxes on real property, shall make and furnish an abstract of the property which shall show the amount of delinquent taxes due against each and every tract, lot or parcel of land, and shall show the number of acres so delinquent and a correct description of the property, the year delinquent, how it was charged upon the tax rolls, the correct name of owner or owners of the property at the time it became delinquent, the person from whom and the date that he or they derived title to said property, the Volume and page of public records that his or their deed or other title evidence is of record, and the date that each subsequent change of ownership occurred down to the present ownership. It shall further show the name of any and all outstanding lien holders and lease-hold interests of record, and all other information necessary for the proper preparation and filing of suit or suits for the collection of delinquent taxes. Second Party shall perform these services at his own cost and expense. And in case such abstract is not placed with the papers in a court proceeding, it shall be filed with the Tax Collector for the purpose of maintaining its preservation until such time as all of the taxes to which it pertains, or such part thereof as are held to be due, are paid.

VI.

Second Party shall prepare, or aid and assist the County or District Attorney in preparing, all petitions, citations, notices by publication, personal service citations, notices by posting, judgments, notices of sale, orders of sale and any and all other things necessary or required to be done for the collection of all delinquent taxes, and shall render all necessary and proper assistance to each of the other officers to the end that all taxes assessed or unknown and unrendered now delinquent, or that may become delinquent during the life of this

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contract and be so reported on Comptroller's forms provided therefor, may be collected; and when collections are not made, to assist in reducing same to final judgment and sale.

VII.

It is further agreed and understood that Second Party shall furnish, at his own expense, all stationery, legal blanks or forms, stamps, envelopes and printing, together with all labor necessary to complete said contract including labor and expense incurred in procuring data and information as to the name, identity and location of necessary parties, and in procuring necessary legal descriptions of the property as provided in Paragraph V, and the expenses incurred in citing the defendants by publication in all cases where such expenses are not collected as costs against the defendant or defendants in the tax suit, but in no event shall such cost be paid to Second Party; and Second Party shall pay off and discharge any and all bills for any other expenses incurred in the prosecution of said work, and it is hereby understood and agreed that said First Party shall not be responsible for the payment of such expense or any part thereof.

VIII.

First Party agrees to pay to Second Party as compensation for the services hereunder required 15 per cent (not to exceed fifteen (15) per cent) of the amount collected of all delinquent taxes, penalty and interest of the years covered hereby, actually collected and paid to the Collector of Taxes during the term of this contract, which Second Party is instrumental in collecting as evidenced by copies of communication, tax notices or abstracts filed with the Tax Collector prior to the payment of such tax, including collection of taxes on property not appearing on the assessment rolls nor shown delinquent, but which would have been so shown had it been properly assessed, discovered by said Second Party, as and when collected, following the end of each month within the period of this contract, accordingly as the Collector makes up his monthly reports. The amount of compensation here referred to shall be contingent upon the collection of such taxes as by Act of the Legislature are required to be collected. Should any remission of penalty and interest on taxes appearing

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on the delinquent records be made by legislative enactment effective during the period of this contract, the same shall not be collected nor commission allowed thereon. Also, ad valorem taxes, delinquent, levied against State-owned property for county and district purposes, the payment of which is to be taken care of by legislative appropriation provided for by Statute, are excluded from the provisions of this contract. Second Party shall not receive or collect any taxes, penalty or interest under this contract, but the same shall be paid to the Tax Assessor-Collector as other delinquent taxes.

IX.

This contract shall be in force from May 11 1959, to December 31 1960, both dates inclusive, (not to extend beyond December 31, 19 , the end of the present administration of the Commissioners Court), and at the expiration of said period this contract shall terminate, except the contractor shall be allowed six (6) months in which to prosecute to trial court judgment suits filed prior to December 31, 1960, terminating date of this contract provided, and shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. The Commissioners Court and the State Comptroller shall have the right to sooner terminate this contract for cause, giving thirty (30) days written notice of such intention, with a statement of the cause or reasons for such termination, after giving Second Party a reasonable opportunity of explaining or rectifying the same. In case of such termination, Second Party shall be entitled to receive and retain all compensation due up to the date of said termination.

X.

Before any commissions are paid out under the terms of this contract, Second Party shall furnish a good and sufficient bond, payable to the County Judge and to his successors in office, in the sum of 5,000.00 Dollars, (not to be less than \$5,000.00 accordingly as the Commissioners Court deems just and proper) to be executed by a solvent surety company; or if executed by private parties, the bond shall be signed by at least three good and sufficient sureties owning unincumbered real estate subject

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to execution, of value equal to the amount of bond and conditioned upon the specific performance of the terms hereof, including the making of reports, provided for in Section XI of this contract, and further conditioned that he shall forthwith pay over to the Tax-Collector, or other persons justly entitled thereto, any money or commissions paid him by mistake, through error, or otherwise. Said bond shall be approved in open Commissioners Court, signed by the County Judge, filed and recorded in the County Clerk's office, and a certified copy of same furnished to the State Comptroller.

XI.

At the end of each month, or as soon thereafter as the Tax Assessor-Collector shall have made up his report showing collections made for such month, said Second Party shall have access to said report and shall by comparison of the same with his own files or records of service, copies of which he has filed with the Tax Assessor-Collector, make up in triplicate a report of collections out of which he is entitled to commission under the terms of this contract. Second Party shall also have access to the Collector's receipts for such collections and shall, in his reports to be made on forms furnished by the Comptroller, show each year and the taxes collected therefor on a separate line. Also, where collections are made after suit has been filed and commission allowed at a greater or different rate under the terms of this contract Second Party, being guided by the file docket of the Clerk of the Court, shall prepare and attach to his reports to be filed with the Tax Assessor-Collector a list showing number of suit and date filed; but in no event shall Second Party receive compensation in excess of fifteen (15) per cent as herein provided. After the report has been signed and sworn to by Second Party, two copies of the same shall be delivered to the Tax Assessor-Collector, one to be attached to and sent with the Collector's monthly report to the Comptroller, the other to be filed in the Collector's office, and the third copy to be retained by Second Party.

XII.

Each month, after having received copies of the contractor's report as provided for in the preceding Section, and after having checked the list

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of taxes shown therein with his own report and with copies of communications filed with him, as provided for in Section XIII of this contract, and after having verified the correctness of commissions claimed, the County Tax Assessor-Collector is hereby authorized, ordered and directed to deduct the above specified per cent of said taxes, penalty and interest, or such amount as can be allowed under the penalty and interest restriction, to which Second Party is entitled, and to pay the same to him unless otherwise herein directed, and to take his receipt as provided for on Form 107, Contractor's Report, which when received in the Comptroller's office will be the Comptroller's authority to allow the said Tax Assessor-Collector credit for the amount so paid. The Tax Assessor-Collector, before complying with the provisions of this Section, shall first satisfy himself that the bond required of Second Party under the provisions of Section 10 of this contract has been approved and placed on record in the office of the County Clerk; and it is hereby further provided, that should any question arise regarding commission claimed, the Tax Assessor-Collector shall withhold the payment of such commission or an amount equal thereto, placing the same in escrow, and apply to the State and county, accordingly as they may be affected, for information and direction as to the proper amount of commission due to be allowed under the terms of this contract.

NOTE:

Should the Commissioners Court and the contracting party elect that the commissions withheld be placed in an escrow fund and paid to the Second Party otherwise than as provided in Section XII of this contract, another Section setting forth the method of payment to the contracting party should be added to and inserted in this contract preceding the last page prepared for the signatures of the contracting parties.

XIII.

In order that the Tax Assessor-Collector may be able to verify and attest the correctness of commissions claimed by Second Party, as evidence of service and to entitle him to the commissions provided for in this contract, Second Party shall file with the Tax Assessor-Collector prior to time of payment, copies of such communications, tax notices or abstracts which shall be preserved by the Tax Assessor-Collector in some systematical order as will make them easily accessible for the purpose of verification

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or for such other value as the same may have in case it becomes necessary for the county and State to buy in such properties at tax sales. Said copy or copies shall also contain such information or reference as will enable the Tax Assessor-Collector to readily locate the tax as it appears on his delinquent forms and delinquent records.

XIV.

It is further agreed and understood that this contract is for personal services and is not transferable or assignable without the written consent and approval of First Party. It is also agreed that the Commissioners Court of said county shall furnish suitable space in or near the courthouse, as convenient to the records of said county as may be, for the purpose of carrying out the obligations of this contract by Second Party, all of which shall be performed by him in Upshur County, Texas.

XV.

It shall be the duty of the Commissioners Court and of all other officials of said county to cooperate with and render such reasonable assistance to said Second Party as the circumstances may require. Said assistance, however, is not to include the actual performance of the work herein designated to be performed by Second Party; and it being the duty of the County Attorney or of the District Attorney (where there is no County Attorney) to actively assist Second Party in the filing and pushing to a speedy conclusion all suits for the collection of delinquent taxes, it is hereby provided that where the County Attorney or District Attorney (where there is no County Attorney) shall fail or refuse to file and prosecute such suits in good faith, the Attorney prosecuting suits under this contract is here fully empowered and authorized to proceed with such suits without the joinder and assistance of said County or District Attorney. Second party shall not become the purchaser of any property at tax sales under this contract, but may bid in the property for the State or county at such sales.

Revised - 1952

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IN CONSIDERATION of the terms and compensation herein stated, the Second Party hereby accepts said employment and undertakes the performance of said contract as above written.

WITNESS the signatures of all parties hereto in triplicate originals, this the 11th day of May, A. D. 1959, Upshur County, State of Texas.

BY:

Walter B. Hunt
County Judge

Jim Shoveray
Commissioner, Precinct No. 1

Raymond Adams
Commissioner, Precinct No. 2

Joe Spencer
Commissioner, Precinct No. 3

Harold Mason
Commissioner, Precinct No. 4

FIRST PARTY

Edwin M. Fulton
SECOND PARTY
Edwin M. Fulton

THE STATE OF TEXAS
DEPARTMENT OF COMPTROLLER

Examined and approved as to substance and form only, on this the 28 day of May, A. D., 1959.

Robert A. Colvert
COMPTROLLER
OF PUBLIC ACCOUNTS, STATE OF TEXAS

Examined and approved as to substance and form only, on this the 28th day of May, A. D., 1959.

W. Lee Miller
ATTORNEY GENERAL

*all
noted B.G.*

THE STATE OF TEXAS
COUNTY OF UPSHUR

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I, the undersigned, County Clerk of said county, certify that the above and foregoing is a true and correct copy of a contract recorded in Volume 12, Page 331 in the Minutes of the Commissioners Court of said county.

WITNESS my hand and seal of said Court on this the 1 day of July, A. D. 19 59.

CLERK OF COUNTY CLERK

O W Lloyd
COUNTY CLERK

THE STATE OF TEXAS |
 COUNTY OF UPSHUR |

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WHEREAS, Edwin M. Fulton, a licensed attorney, whose address is Box 500, Gilmer, Texas, has, by means of a written agreement, dated May 11, 1959, entered into a contract with the Commissioners' Court of Upshur County, for the collection of certain delinquent State and County taxes, during the term beginning May 11, 1959, and ending December 31, 1960, a copy of which agreement is by reference made a part hereof; and

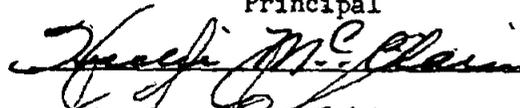
WHEREAS, by Section X of said contract the said Edwin M. Fulton is required to enter into a bond in the sum of \$5,000.00;

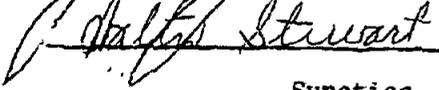
Now, therefore, KNOW ALL MEN BY THESE PRESENTS: That we, Edwin M. Fulton, as Principal, and the others whose names are hereto subscribed, as Sureties, are held and firmly bound unto Welby Parish, County Judge of Upshur County, Texas, and his successors in office, in the sum of FIVE THOUSAND (\$5,000.00) DOLLARS, for payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally;

CONDITIONED, that if the said Edwin M. Fulton shall faithfully perform the services required of him, by the terms of said contract, including the making of reports provided in Section XI thereof, and shall fully indemnify and save harmless the County of Upshur from all costs or damage which it may suffer by reason of his failure to do so, and shall fully reimburse and repay the said County of Upshur all outlay and expense which the said County may incur in making good any such default, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

WITNESS OUR HANDS this 19th day of June, A.D. 1959.


 EDWIN M. FULTON
 Principal




 Sureties.

THE STATE OF TEXAS |

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COUNTY OF UPSHUR |

The foregoing bond of Edwin M. Fulton, holding contract for collection of State and County delinquent taxes in Upshur County, Texas, was read and approved in open Commissioners' Court this 30 day of June, A.D. 1959.

W. Parish

WELBY PARISH, Judge
County Court, Upshur County, Texas

THE STATE OF TEXAS |

COUNTY OF UPSHUR |

I, O. W. Loyd, Clerk of the County Court of Upshur County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the bond of Edwin M. Fulton, delinquent tax collector of Upshur County, Texas, as the same appears of record in Volume 12, Page 341, Minutes of the Commissioners' Court of Upshur County, Texas.

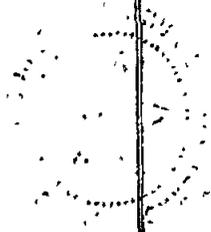
WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, This 1 day of July, A.D. 1959.

O. W. Loyd

O. W. LOYD, Clerk
County Court, Upshur County, Texas

BY: *E. Gordon*

Deputy



6.1

WAIVER OF NOTICE AND CONSENT
TO SPECIAL MEETING

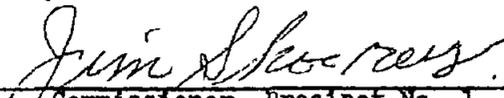
THE STATE OF TEXAS |
COUNTY OF UPSHUR |

WE, THE UNDERSIGNED, being all the members of the Commissioners' Court of Upshur County, Texas, DO HEREBY WAIVE notice of a special meeting of said Court, to be held at 10 o'clock A M., on the 10th day of November, 1958, and DO WARRANT the holding of such meeting and to the transaction of any and all business that may come before such meeting, including passage of an order for Hospital Bond Election.

DATED at Gilmer, Texas, this the 10th day of November, 1958.



County Judge, Upshur County,
Texas

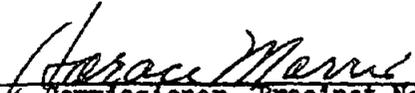


Commissioner, Precinct No. 1

Commissioner, Precinct No. 2



Commissioner, Precinct No. 3



Commissioner, Precinct No. 4.

ORDER CANVASSING RETURNS AND DECLARING
RESULT OF HOSPITAL BOND ELECTION

THE STATE OF TEXAS |
COUNTY OF UPSHUR |

ON THIS, the 7 day of November, 1958, the Commissioners' Court of Upshur County, Texas, convened in Special session, at the regular meeting place thereof in the Courthouse at Gilmer, Texas, the following members of the Court being present and in attendance, to-wit:

J. W. BRYCE,	COUNTY JUDGE, Presiding; and
JIM SHOCKEY	COMMISSIONER, Precinct No. 1;
BRYANT HOLMES,	COMMISSIONER, Precinct No. 2;
CLOE SPENCER,	COMMISSIONER, Precinct No. 3;
HORACE MORRIS,	COMMISSIONER, Precinct No. 4

and the following proceedings were had:

There came on to be considered the returns of an election held on the 4th day of November, 1958, to determine whether the Commissioners' Court of Upshur County, Texas, shall be authorized to issue the bonds of said County in the amount of \$300,000 for the purpose of establishing and equipping a County Hospital and for all necessary permanent improvements and buildings in connection therewith; and

IT APPEARING to the Court that said election on the proposition for the issuance of Hospital Bonds was in all respects lawfully held, and returns thereof duly and legally made, and that there were cast at said election 2534 votes, of which number there were cast--

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ORDER CANVASSING RETURNS AND DECLARING
RESULT OF HOSPITAL BOND ELECTION

THE STATE OF TEXAS
COUNTY OF UPSHUR

ON THIS, the 7 day of November, 1958, the Commissioners' Court of Upshur County, Texas, convened in Special session, at the regular meeting place thereof in the Courthouse at Gilmer, Texas, the following members of the Court being present and in attendance, to-wit:

J. W. BRYCE,	COUNTY JUDGE, Presiding; and
JIM SHOCKEY	COMMISSIONER, Precinct No. 1;
BRYANT HOLMES,	COMMISSIONER, Precinct No. 2;
CLOE SPENCER,	COMMISSIONER, Precinct No. 3;
HORACE MORRIS,	COMMISSIONER, Precinct No. 4

and the following proceedings were had:

There came on to be considered the returns of an election held on the 4th day of November, 1958, to determine whether the Commissioners' Court of Upshur County, Texas, shall be authorized to issue the bonds of said County in the amount of \$300,000 for the purpose of establishing and equipping a County Hospital and for all necessary permanent improvements and buildings in connection therewith; and

IT APPEARING to the Court that said election on the proposition for the issuance of Hospital Bonds was in all respects lawfully held, and returns thereof duly and legally made, and that there were cast at said election 2534 votes, of which number there were cast--

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"FOR THE ISSUANCE OF HOSPITAL BONDS AND THE LEVY OF TAXES IN PAYMENT THEREOF"..... 1073 votes;

"AGAINST THE ISSUANCE OF HOSPITAL BONDS AND THE LEVY OF TAXES IN PAYMENT THEREOF"..... 1461 votes;

Majority" *Against* THE ISSUANCE OF HOSPITAL BONDS AND THE LEVY OF TAXES IN PAYMENT THEREOF". 388 votes
Raymond P. ... *Bruce ...*

IT IS THEREFORE, ORDERED AND DECREED BY THE COMMISSIONERS' COURT OF UPSHUR COUNTY, TEXAS: *That said election failed*

SECTION 1: That the aforesaid election was duly and legally called and notice thereof given in accordance with the laws of the State of Texas, and the order calling said election; that said election was held in strict conformity with the Constitution and laws of the State of Texas, and the returns thereof have been properly made to the officials of the said County of Upshur entitled to receive same; and that only resident qualified property taxpaying voters of the said County who own property therein, subject to taxation, and who had duly rendered the same for taxation, were permitted to vote at said election; and further, that said election properly represents the desires of those qualified to vote, as aforesaid.

SECTION 2: That the proposition for the issuance of said Hospital Bonds and the levy of ad valorem taxes in payment thereof was ^{*not*} sustained by a majority of the legally qualified electors of said County, who are resident property taxpayers of said County, and who have duly rendered said property for taxation, voting at said election, and that the Commissioners' Court of Upshur County, Texas, is ^{*not*} authorized to issue said Hospital Bonds and to levy and have assessed and collected said tax for the payment of the principal and interest of said bonds.

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RESOLUTION

FOR UPSHUR COUNTY COMMISSIONERS COURT

WHEREAS, Upshur County Commissioners Court has previously entered into Right of Way Contracts with the State for several Right of Way Projects in and around Gilmer, and Upshur County, and

WHEREAS, the Highway Department has recently modified the Right of Way Contract forms which makes it advisable for new contracts to be executed for the Right of Way Projects previously approved, and

WHEREAS, it is to the mutual benefit of the State and the County to execute these new contracts modifying the contracts already approved;

NOW THEREFORE the Upshur County Commissioners Court approved for execution the new Right of Way Contract forms and hereby authorizes the County Judge to sign the new Right of Way Contract forms for the County and the County Clerk to attest to same; and have the County Seal affixed thereto. and the County Commissioners Court hereby authorizes the County Judge to execute any additional contract with the State on fencing and utility adjustments, on any of the Right of Way Contracts or Modifications of Contracts that have been previously approved by the Commissioners Court.

Motion made and duly seconded by Commissioner Morris,
seconded by Commissioner Holmes, passed and approved
this the 8 day of Dec, A. D. 1958.

ATTEST:

R. C. Vivian
County Clerk

Jim Shroy
Precinct No. 1

Burton Holmes
Precinct No. 2

Clay Spencer
Precinct No. 3

Harold Morris
Precinct No. 4

IN THE COUNTY COURT
OF
UPSHUR COUNTY, TEXAS

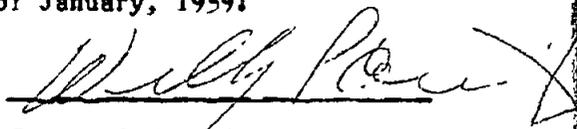
WHEREAS Article 3338, section 4, revised Civil Statute of Texas provides, "In all counties having only one District Court, but no Juvenile Board, the County and the District Judge of such county shall designate the District or County Court of such county as the Juvenile Court, and

WHEREAS the Honorable Looney E. Lindsey, the duly elected, qualified, and acting District Judge of the 115th Judicial District Court of Upshur County, Texas, and the Honorable Welby K. Parrish, the duly elected, qualified, and acting County Judge of Upshur County, Texas, in obedience to said statute have mutually agreed that the 115th Judicial District Court of Upshur County, Texas, should be designated as the Juvenile Court for Upshur County, Texas."

It is therefore ordered, adjudged, and decreed by the court that the 115th Judicial District Court of Upshur County, Texas, be, and the same is hereby designated as Juvenile Court for Upshur County, Texas.

It is further ordered that the clerk of this court spread this order upon the minutes of this court.

Dated this the 27 day of January, 1959:


County Judge of
Upshur County, Texas

LAWYER
GILMER, TEXAS.

ORDER FOR COMMISSIONERS' COURT

THE STATE OF TEXAS |

COUNTY OF UPSHUR |

On this the 21 day of November, 1959, The
Commissioners' Court of Upshur County, Texas, convened in Regular
Term of Court, with the following members present, to-wit:

- Welby K. Parish County Judge,
- Jim Shockey Commissioner Precinct No. 1
- Bryant Holmes Commissioner Precinct No. 2
- Clow Spencer Commissioner Precinct No. 3
- Horace Morris Commissioner Precinct No. 4
- O. W. Loyd County Clerk, and Ex Officio Clerk,

Commissioners' Court,
constituting the entire Court, at which time the following among
other proceedings were had:

Commissioner Jim Shockey presented for the consideration
of the Court an order and made a motion that it be passed. The motion
was seconded by Commissioner Horace Morris. The order was
read in full by the County Clerk. The motion carrying with it the
passage of the order prevailed by the following vote:

- AYES: Commissioners Horace Morris, Jim Shockey,
Bryant Holmes, Clow Spencer
- NOES: None.

The Judge announced that the order had been passed. The order
as passed is as follows:

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AN ORDER

BY THE COMMISSIONERS' COURT OF UPSHUR COUNTY, TEXAS, CREATING A COUNTY DEFENSE AND DISASTER RELIEF COMMITTEE AND PROVIDING THE POWERS OF THAT COMMITTEE CREATING THE OFFICE OF COUNTY DEFENSE COORDINATOR AND PROVIDING THE DUTIES AND RESPONSIBILITIES OF THAT OFFICE: CREATING AN OPERATIONAL ORGANIZATION: GRANTING NECESSARY POWERS TO COPE WITH EMERGENCIES THREATENING LIFE AND PROPERTY IN THE COUNTY OF UPSHUR: AUTHORIZING COOPERATIVE AND MUTUAL AID AGREEMENTS FOR RELIEF WORK BETWEEN THIS AND OTHER COUNTIES OR CITIES: AND FOR RELATED PURPOSES:

WHEREAS, The Commissioners' Court of the County of Upshur, hereby declares that the preparation of a plan, and the means for its implementation, for the protection of lives and property, in the county of Upshur from enemy attack, natural disaster or threat thereof, is immediately essential; and

WHEREAS, The Commissioners' Court further finds that in times of emergencies which may imperil the safety of the inhabitants of the County, or their property, it becomes necessary to effectuate and place into operation the preconceived plans and preparations with a minimum of delay; and,

WHEREAS, The Commissioners' Court finds, therefore, that the preparation, adoption, and implementation of such plans are now imperative;

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

1. There is hereby created the County Civil Defense and Disaster Relief Committee of the County of Upshur which shall consist of the following:

(a) The County Judge of the County of Upshur, who shall serve as Chairman of the Committee, and who shall also be known as County Defense Coordinator of the County of Upshur.

(b) The Assistant Defense Coordinator of the County of Upshur, who shall be charged with the preparation of a civil defense

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plan for the County of Upshur, together with such other duties as the Coordinator may prescribe. The Assistant Coordinator shall be appointed by and hold his position at the pleasure of the County Defense Coordinator with the advice and consent of the Commissioners' Court. The Assistant Coordinator shall serve as Vice-Chairman of The County Civil Defense and Disaster Relief Committee of the County of Upshur.

(c) The Directors of Divisions and Chiefs of Services of such Divisions as may be provided for by order by the Commissioners' Court or by directive of the County Defense Coordinator.

(d) Representatives not to exceed twenty (20) in number from civic, business, industry, labor, veterans, professional, or other groups, to be selected and appointed by the County Judge.

2. The powers and duties of the County Civil Defense and Disaster Relief Committee shall include the recommendation for adoption by the Commissioners' Court of a civil defense plan for the County of Upshur. The duties of such Civil Defense and Disaster Relief Committee shall also include the making of a survey of the availability of existing personnel, equipment, supplies and services which could be used during an emergency, as provided for herein, as well as a continuing study of the need for amendments and improvements in the civil defense plan adopted by the Commissioners' Court. The Civil Defense and Disaster Relief Committee of the County of Upshur, shall meet upon the call of either the Chairman or Vice-Chairman.

3. It is hereby ordered, adjudged and decreed that the County of Upshur, shall enter into all necessary agreements with all political subdivisions, corporations, individuals and other necessary parties and do all other things necessary for the purpose of carrying out the provisions of House Bill 784, Acts 52nd Legislature, Regular Session, 1951, chapter 311, page 529 (Texas Civil Protection Act of 1951).

4. The County Judge of the County of Upshur is hereby authorized to join with the Mayors of the cities in this county in the

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formation of a civil defense plan for the County of Upshur and in the appointment of a Civil Defense Director for the County of Upshur, as well as all powers necessary to participate in a county-wide program of civil defense and disaster relief in so far as that program may affect the County of Upshur outside of the limits of any city located therein.

5. The County Judge (County Defense Coordinator) shall have the authority to request the declaration of the existence of an emergency by the Commissioners' Court or by higher authority. In the event it is deemed necessary to declare the existence of an emergency without delay, the Coordinator may, if the Commissioners' Court is not in session, do so, but such action shall be subject to confirmation by the Commissioners' Court at its next meeting.

The duties and responsibilities of the County Defense Coordinator shall include the following:

(1) The control and direction of actual or training efforts of the civil defense and disaster relief organization of the County of Upshur;

(2) The determination of all questions of authority and responsibility that may arise within the civil defense and disaster relief organization of the County of Upshur;

(3) The maintenance of necessary liaison with other municipal, district, State, County, regional, federal, or other civil defense organizations;

(4) The marshaling, after declaration of an emergency as provided for above, of all necessary personnel, equipment or supplies from any department of the County of Upshur to aid in the carrying out of the civil defense plan;

(5) The issuance of all necessary proclamations as to the existence of an emergency and the immediate operational effectiveness of the civil defense plan;

(6) The issuance of reasonable rules, regulations or directives which are necessary for the protection of life and property

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in the County of Upshur, such rules and regulations shall be filed in the office of the County Clerk and shall receive widespread publicity unless publicity will be of aid and comfort to the enemy;

(7) The supervision of the drafting and execution of mutual aid agreements in cooperation with representatives of the State and with representatives of municipalities of the county;

(8) With the concurrence of the Commissioners' Court, the supervision of and final authorization for the procurement of all necessary supplies and equipment, including acceptance of private contributions;

(9) The authorizing of agreements, after approval of the County Attorney, for the use of private property for air raid shelter and other purposes.

6. The operational civil defense and disaster relief organization of the County of Upshur shall consist of the officers and employees of the County of Upshur designated by the County Defense Coordinator as well as all volunteer County defense workers. The functions and duties of this organization shall be distributed among such divisions, services and special staff as the Commissioners' Court shall prescribe by order or the County Defense Coordinator shall provide by directive. Any such order shall set forth the form of organization, establish and designate divisions and services, assign functions, duties and powers, and designate officers and employees to carry out the provisions of this order. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the State Defense and Disaster Relief Council of the State of Texas and of the Federal Government.

7. Each person serving as a member of the County Civil Defense and Disaster Relief Committee, or as an officer, employee or volunteer in any capacity in the County Civil Defense and Disaster Relief Organization created by order or directive pursuant to the authority herein conferred, shall, prior to assuming his duty or duties, take an oath which shall be substantially as follows:

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"I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of Texas, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter. And I do further swear (or affirm) that I do not advocate, nor am I a member or an affiliate of any political party or organization, group or combination of persons that advocates the overthrow of the Government of the United States or of this State by force or violence; and that during such time as I am a member of the County Civil Defense and Disaster Relief Committee of the County of Upshur I will not advocate nor become a member or an affiliate of any organization, group, or combination of persons or of any political party that advocates the overthrow of the Government of the United States or of this State by force or violence."

8. Any light displayed contrary to any order, rule or regulation promulgated pursuant to the provisions of this order constitutes a public nuisance and when deemed necessary in order to protect life or property during blackouts or air raids, the police or sheriff are authorized and directed to enter upon any premises within the County of Upshur, using reasonable force, and extinguish lights or take other necessary action to make effective any order, rule or regulation promulgated under the authority conferred by this order.

9. At all times when the orders, rules and regulations made and promulgated pursuant to this order shall be in effect, they shall supersede all existing orders, rules and regulations insofar as the latter may be inconsistent therewith.

10. This order shall not be construed so as to conflict with any State or Federal statute or with any Military or Naval order, rule or regulation.

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11. In carrying out the provisions of the "Texas Civil Protection Act of 1951" and this Commissioners' Court order, the County shall be functioning in a governmental capacity, and neither the County nor its agents, employees or representatives or any of them engaged in any civil defense activities, while complying with the "Texas Civil Protection Act of 1951" or this Commissioners' Court order, or while attempting to comply with the above mentioned act or this Court order, shall be liable for the death of or any injury to persons or damages to property as a result of such activity. Any person owning or controlling real estate or other premises who voluntarily and without compensation grants to the County of Upshur a license or privilege, or otherwise permits the County to inspect, designate and use the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual, impending or practice enemy attack, shall, together with his successor in interest, if any, not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission or for loss of, or damage to, the property of such person.

12. No person shall have the right to expend any public funds of the County in carrying out any civil defense activity authorized by the law or this order, without prior approval of the Commissioners' Court, nor shall any person have any right to bind the County by contract, agreement or otherwise without the prior and specific approval of the Commissioners' Court. All moneys for carrying out the civil defense activities of the County shall be deposited by the County Treasurer in a special account in the County depository, and moneys shall be withdrawn from said special fund in keeping with the general laws applicable to withdrawal of moneys from the regular County funds.

13. If any portion of this order shall, for any reason, be declared invalid, such invalidity shall not affect the remaining provisions hereof.

PASSED AND APPROVED this the 9th day of March
1959.

W. K. Parish

WELBY K. PARISH
COUNTY JUDGE, UPSHUR COUNTY, TEXAS

ATTEST:

O. W. Loyd

COUNTY CLERK AND EX OFFICIO CLERK,
COMMISSIONERS' COURT, UPSHUR COUNTY,
TEXAS.

NO. 2738

IN THE MATTER OF THE	↓	IN THE COUNTY COURT OF
GUARDIANSHIP OF THE PERSON	↓	UPSHUR COUNTY, TEXAS.
AND ESTATE OF MRS. SALLIE	↓	SITTING FOR MATTERS
MAE MORRIS, A PERSON OF	↓	OF PROBATE,
UNSOOUND MIND	↓	REGULAR TERM, A.D. 1959

ORDER OF THE COMMISSIONERS' COURT OF UPSHUR COUNTY, TEXAS,
SETTING AMOUNT OF BOND FOR SPECIAL COUNTY JUDGE IN PROBATE

This the 15 day of March, A.D. 1959, upon Motion duly made by Fredant Palmer, Commissioner Precinct No. 2, duly Seconded by Clay Spencer, Commissioner Precinct No. 3, it is ordered by the Commissioners' Court of Upshur County, Texas, duly convened and sitting in the Courthouse of Upshur County, in the City of Gilmer, Texas, Welby K. Parish, County Judge presiding, and all four (4) Commissioners of Upshur County, Texas, present and participating in said meeting, that the Bond of Roy Halliburton, as Special County Judge of Upshur County, Texas, in Probate Cause No. 2738, In The Matter of the Guardianship of the Person and Estate of Mrs. Sallie Mae Morris, a Person of Unsound Mind, be set at the sum of ONE THOUSAND and NO/100 (\$1,000.00) DOLLARS.

On this the same date, the said Roy Halliburton having submitted to the Court a good and sufficient Bond as such Special County Judge, in the amount of ONE THOUSAND and NO/100 (\$1,000.00) DOLLARS, payable and conditioned as required by law, and filed in the Office of the County Clerk of Upshur County, Texas, IT IS ORDERED BY THE COURT in open Court, the County Judge and all four (4) Commissioners of Upshur County, Texas, being present and sitting and participating, that the said Bond be, and it is hereby, in all things APPROVED.

This the 25 day of March, A.D. 1959.



WELBY K. PARISH
COUNTY JUDGE, UPSHUR COUNTY, TEXAS



JIM SHOCKEY
COMMISSIONER, PRECINCT NO. 1, UPSHUR
COUNTY, TEXAS

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Bryant Holmes

BRYANT HOLMES
COMMISSIONER, PRECINCT NO. 2, UPSHUR
COUNTY, TEXAS

Cloe Spencer

CLOE SPENCER
COMMISSIONER, PRECINCT NO. 3, UPSHUR
COUNTY, TEXAS

Horace Morris

HORACE MORRIS
COMMISSIONER, PRECINCT NO. 4, UPSHUR
COUNTY, TEXAS

COMMISSIONERS' COURT, UPSHUR COUNTY, TEXAS

STATE OF TEXAS X
 Y KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF UPSHUR X

That WHEREAS, the Commissioners' Court of UPSHUR COUNTY, TEXAS, has determined that it would be wise and to the best interest of said County for it to employ experts skilled in the matter of appraising and valuing oil and gas properties in said County said experts to compile and furnish data and information to said Court sitting as a Board of Equalization for the purpose of equalizing valuations of such properties as compared with other property valuations in said County for tax purposes for the years 1960 and 1961 said data and information to be made available in respect to all of such properties properly and lawfully coming before it for consideration in the equalization of values upon renditions made by the owners thereof, or upon renditions made by the tax assessor where the owner or owners, may fail to render the same, and

WHEREAS, said Court finds that Pritchard and Abbott a partnership of Fort Worth Texas, are skilled in such matters and have scientific and technical knowledge in respect to the appraising and valuing of such properties and many years experience in the matter of appraising and valuing such properties and

WHEREAS, Pritchard and Abbott, have proposed to said Commissioners' Court of Upshur County that they will gather and compile information relating to the value of oil and gas properties as of January 1, 1960, and January 1, 1961 and make said information completely available to said Court to be used by it as it may see fit in determining what values should be assigned to said properties properly coming before it for consideration and will charge for their services a sum of _____

Six Thousand — (\$6,000⁰⁰) Dollars per year for the years 1960 and 1961.

IT IS THEREFORE AGREED by and between Upshur County, Texas, acting herein by and through its Commissioners' Court, Party of the First Part, and Pritchard and Abbott of Tarrant County, Texas, Parties of the Second Part, as follows:

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Parties of the Second Part agree to compile a complete list of the record owners of all oil and gas producing properties wherever situated and located in Upshur County, Texas, and all undeveloped leases and royalty interests, adjacent thereto, as of January 1, 1960 and January 1, 1961, said compilation and record to show the particular interest or interests, therein owned.

Parties of the Second Part also agree to secure and make available for the use of Party of the First Part information showing the values of said properties to be considered by Party of the First Part as it may deem fit in determining the proper values for tax assessment purposes for 1960 and 1961, to be assigned to such of said properties as may come before the Party of the First Part sitting as a Board of Equalization for consideration upon renditions made by the owners thereof, or upon renditions made by the tax assessor where the owner or owners, fail or refuse to render the same.

FOR AND IN CONSIDERATION of the skilled services, technical knowledge and experience of Parties of the Second Part in the performance of the obligations devolving upon them hereunder, and in consideration of the information given and assistance furnished by them to Party of the First Part in undertaking to value and equalize the values of said properties properly coming before it for consideration at its equalization hearings in the years 1960 and 1961, Party of the First Part agrees and obligates itself to compensate Parties of the Second Part as follows:

FOR THE SERVICES HEREIN AGREED to be performed Second Parties shall receive the said sum of Six thousand
(\$6000⁰⁰) Dollars, per year, to be paid out of the General Fund of Upshur County, Texas, for the years 1960 and 1961.

IT IS FURTHER AGREED and understood by both Parties that Upshur County, Texas, will issue, or cause to be issued, to Pritchard and Abbott warrants drawn against the General Fund of said Upshur County, Texas, and payable out of the current revenues for each respective year 1960 and 1961.

PARTY OF THE FIRST PART hereby specially contracts and obligates

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hereto, at any time same may become necessary, pass and enter of receipt such orders as may be proper and necessary to legalize and facilitate the payment of all sums due Parties of the Second Part.

Said Pritchard and Abbott further agree that in no way will the said Upshur County be obligated to said Pritchard and Abbott, or their assistants, for salaries, expense, or material, except as above stated.

WITNESS our hands in duplicate this the 25 day of

May A. D., 1958.

COUNTY OF UPSHUR
Party of the First Part.

By W. H. [Signature]
County Judge

Jim Shover
Commissioner, Precinct #1

Bryant Holmer
Commissioner, Precinct #2

Clay Spencer
Commissioner Precinct #3

Harold [Signature]
Commissioner Precinct #4

ATTEST

O. W. Lloyd
County Clerk Upshur County, Texas.

PRITCHARD & ABBOTT
Parties of the Second Part.

By Sam Reaves

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RIGHT OF WAY DEDICATION

From Intersection of Farm to Market Road #1795 at Peron Church,
Road proposed to run south on league line to Snider Bridge on Big
Sandy Creek approximately 1 mile.

STATE OF TEXAS ↓

COUNTY OF UPSHUR ↓

NOW, THEREFORE, we the undersigned citizens owning property
along and adjacent to the proposed County road, hereby dedicate
a right of way giving a minimum width of 50 feet, 25 feet on each
side, of the center line of the proposed road.

Witness our hands, this date set opposite our names.

<u>NAME</u>	<u>DATE</u>	<u>SURVEY</u>
<u>Dee Davis</u>	<u>May 25</u>	_____
<u>A. L. Davis</u>	<u>Feb 24</u>	_____
<u>Irish Mawson</u>	<u>March 3, 11</u>	_____
<u>Earle Henderson</u>	<u>not - photo</u>	<u>Jan - 20, 59</u>
<u>J. H. Ellison</u>	<u>M. H. Sage</u>	_____
<u>J. T. Ellison</u>	<u>O. E. Sage</u>	<u>2/13/59</u>
<u>J. H. Ellison</u>	<u>Ruth Crow</u>	<u>5-19-59</u>
<u>J. H. Ellison</u>	_____	_____

TREASURER'S QUARTERLY REPORT

BY H. A. Wheeler, COUNTY TREASURER

FROM Oct. 1, 1958 TO Dec. 31, 1958 INCLUSIVE

	Balance Last Report	Amt Rec Since Last Report	Disbursements	Transfers In	Transfers Out	BALANCE	
1 General	5,703.73	91,351.91	24,990.44	1000.00		73,065.20	1
2 Salary	3,349.39	26,288.73	21,403.91			8,234.21	2
3 R&B	16,517.93	66,586.16	24,377.95		34,509.00	24,217.14	3
4 R&B 1	15,903.02	7,734.41	12,211.77	3141.00		14,566.66	4
5 R&B 2	10,737.29	5,728.34	12,273.60	10400.00		14,592.03	5
6 R&B 3	7,840.03	6,684.77	15,316.18	8368.00		7,576.62	6
7 R&B 4	7,329.89	5,729.35	14,549.30	11600.00		10,109.94	7
8 Perm Imp	782.77	11.52	504.30			289.99	8
9 Perm School	13,252.80	3,921.44	10,502.74			6,671.50	9
10 Social Sec	4,064.38		2,148.16			1,916.22	10
11 Jury	2,298.38	5,933.31	1,272.48			6,959.21	11
12 R&B 3A Int & Skg	8,788.55	4,420.87				13,209.42	12
13 R&B 1B Avail							13
14 Road Dist 1-C Avail	1,756.72					1,756.72	14
15 Road Dist 1-C Int & Skg	22,125.05	42,357.32	25,581.25			38,901.12	15
16 Upshur Law Library	66.75	36.00	21.00			81.75	16
17							17
18							18
19							19
20	120,516.68	266,784.13	165,153.08	34,509.00	34,509.00	222,147.73	20

LIST OF BONDS AND OTHER SECURITIES ON HAND
PERMANENT SCHOOL FUND

4 U. S. Saving Bond @ \$500.00	\$2,000.00	10 Diboll Ind. School Dist Bonds @ \$1000.00	\$10,000.00
13 U. S. Saving Bond @ 1000.00	13,000.00		
3 Series J Bonds @ 100.00	300.00		
18 Gre City Ind. School Dist. Bond @ 1000.00	18,000.00		
		TOTAL ALL BONDS	43,300.00

UPSHUR COUNTY
TREASURER'S
QUARTERLY REPORT

Covering Period

From OCT. 1, 1958

To DEC. 31, 1958 Inclusive

Date filed

By

H. A. WHEELER
County Treasurer Upshur County

FILED
JAN - 9 - 1959
3 PM

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME the undersigned authority on this day personally appeared

H. A. Wheeler County Treasurer of Upshur County
who being by me duly sworn, upon oath says that the within and foregoing report is true and correct

H. A. Wheeler County Treasurer

SWORN TO AND SUBSCRIBED before me this 8 day of JAN 1959

County Court Upshur County Texas Clerk

BEFORE ME W. O. LOYD County Clerk Upshur County Texas on this day

personally appeared NELBY PARISH County Judge JIM SHOCKEY

Commissioner Precinct No 1 BRYANT HOLMES Commissioner Precinct No 2

CLOP SPENCER Commissioner Precinct No 3 and HORACE MORRIS

Commissioner Precinct No 4, who after being duly sworn by me state under their oath that they
have examined the foregoing County Treasurer's Report of Upshur County Texas and find the
same to be correct to the best of their knowledge and belief

Wallyte Parveth
County Judge

Jim Shockey
Commissioner Precinct No 1

Bryant Holmes
Commissioner Precinct No 2

Clop Spencer
Commissioner Precinct No 3

Horace Morris
Commissioner Precinct No 4

SUBSCRIBED AND SWORN TO Before me this 8 day of Jan
A. D. 1959

W. O. Loyd
County Clerk Upshur County Texas

by Nelson Stewart
Deputy

TREASURER'S QUARTERLY REPORT

BY H. A. Wheeler COUNTY TREASURER
 FROM Jan. 1 TO March 31 INCLUSIVE

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	Balance Last Report	Amt Rec Since Last Report	Disbursements	Transfers In	Transfers Out	BALANCE	
1 General	73,065.20	16,376.94	25,280.68			64,161.46	1
2 Salary	8,234.21	14,413.05	23,034.28			(387.02)	2
3 R&B	24,217.14	10,574.25	5,839.26		2,000.00	26,892.13	3
4 R&B 1	14,566.66	4,819.56	11,661.43			7,724.79	4
5 R&B 2	14,592.03	4,306.96	11,678.33			7,220.66	5
6 R&B 3	7,576.62	4,802.43	12,994.75	2,000.00		1,384.30	6
7 R&B 4	10,109.94	4,306.99	13,102.95			1,313.98	7
8 Perm Imp	289.99					289.99	8
9 Perm School	6,671.50	1,889.91	7,919.19			642.22	9
10 Social Sec	1,916.22	9,619.89	4,317.03			7,219.08	10
11 Jury	6,959.21	955.98	1,740.40			6,174.79	11
12 R&B 3A Int & Skg	13,209.42	761.08	2,953.25			11,017.25	12
13 R&B 1R Avail							13
14 Road Dist 1-C Avail	1,756.72					1,756.72	14
15 Road Dist 1-C Int & Skg	38,901.12	1,828.37	25,750.00			14,979.49	15
16 Upshur Law Library	81.75	37.00	51.50			67.25	16
17							17
18							18
19							19
20 Total	\$222,147.73	\$74,632.41	\$146,323.05	\$2,000.00	\$2,000.00	\$150,457.09	20

LIST OF BONDS AND OTHER SECURITIES ON HAND PERMANENT SCHOOL FUND

<u>4 U. S. Savings Bond @500.00 - \$2,000.00</u>	<u>10 Diboll Ind. School Dist. Bonds @ \$1,000.00 - \$10,000.00</u>
<u>13 U. S. Savings Bonds @1,000.00 - \$13,000.00</u>	<u>7 Newton Ind. School Dist. Bonds @ \$1,000.00 - \$7,000.00</u>
<u>3 Series J. Bonds \$300.00</u>	
<u>18 One City Ind. School Dist Bonds @ \$19,000.00</u>	
	TOTAL ALL BONDS \$50,300.00

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UPSHUR COUNTY
TREASURER'S
QUARTERLY REPORT

Covering Period

From Jan. 1 1959

To Mar. 31 1959 Inclusive

Date filed Apr. 8 1959

By

H. A. WHEELER
County Treasurer Upshur County

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME, the undersigned authority, on this day personally appeared
H. A. Wheeler County Treasurer of Upshur County,
who being by me duly sworn, upon oath, says that the within and foregoing report is true and correct

H. A. Wheeler
County Treasurer

SWORN TO AND SUBSCRIBED before me, this 8 day of April 1959

O. W. Loyd
County Clerk, Upshur County, Texas

BEFORE ME, *O. W. Loyd* County Clerk Upshur County, Texas on this day

personally appeared *Welby K Parish* County Judge *Jim Shockay*

Commissioner Precinct No 1 *Bryant Holmes* Commissioner, Precinct No 2

Cloe Spencer Commissioner, Precinct No 3, and *Horace Morris*

Commissioner Precinct No 4 who after being duly sworn by me state under their oath that they
have examined the foregoing County Treasurer's Report of Upshur County, Texas and find the
same to be correct to the best of their knowledge and belief

Welby K Parish
County Judge

Jim Shockay
Commissioner Precinct No 1

Bryant Holmes
Commissioner, Precinct No 2

Cloe Spencer
Commissioner Precinct No 3

Horace Morris
Commissioner Precinct No 4



SUBSCRIBED AND SWORN TO Before me this 8 day of April

O. W. Loyd
County Clerk, Upshur County Texas

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STATE OF TEXAS

COUNTY OF UPSHUR

BE IT REMEMBERED, that on the 25th day of May A.D., 19 59, the Board of Equalization of UPSHUR County, Texas, convened in final hearing for the purpose of reviewing all renditions made to said UPSHUR County, for the year 19 59, and to hear evidence pertaining to the value of properties of any of the hereinafter named persons, companies or corporations, and after final hearing, it is hereby ordered by the Board of Equalization that the Tax Assessor of said UPSHUR County is hereby ordered and directed to raise and/or lower the value of the renditions of the following named persons, companies, or corporations, as follows:

<u>NAME</u>	<u>AMOUNT</u>
	\$
Abshier, Mrs. Minnie E.	110.
Adams, Fred J.	3,120.
Amerada Pet. Corp.	630.
American Petrofina Co. of Texas	3,150.
Ames, E. L.	68,100.
Argo Oil Corp.	4,300.
Appling, F. E.	10.
Arcadia Refining Co.	80.
Arkansas Fuel Oil Corp.	2,290.
Atlantic Refg. Co.	920,890.
Bank, First National-Ft. Worth, Tr. for David B. Trummell, Tr. #818	20.
Bank, First National-Ft. Worth, Tr. for Mary Frances White Webb Tr. #300	10.
Bank, Ft. Worth National, Tr. for Roy D. Goldston, Jr. etal	1,690.
Bank, National of Commerce-Houston, Tr. (#610-670)	20.
Barnett, Marguerite	90.
Barnickel & Co., Wm. S.	2,470.
Bass, Harry W.	90.
Bowman, O. J. & UX	10.
Bradford, T. L., Sr. Tr.	920.
Bradley, Johnnie V.	7,170.
Bradley Prod. Corp.	10.
British-American Oil Prod. Co.	470.
Bullard, Daniel R. & Wilfred T. Doherty	1,010.
Burk Royalty Co.	10,460.
Burke, J. Afton	2,260.
Burke, J. Afton	140.
Burke, J. Afton	10.
Burke, J. Afton	10.
Burke, J. Afton	8,870.
Buttram, Frank	90.
Caldwell, C. M.	50.
Cargill, Robert	1,190.
Cargill, Robert	1,190.
Carter-Jones Drlg. Co., Inc.	7,500.
Champlin Oil & Refg. Co.	90.
Cities Service Prod. Co.	5,850.
Cities Service Oil Co.	5,590.
Cleroy Inc.	170.
Collins, W. J.	10.
Continental Oil Co.	5,900.
Cox, Edwin B. & Jake L. Hamon	10.
Cully, Alma Gordon	1,480.
Cutbirth, Sam T.	520.

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Upshur County - 1959 - Final Order

<u>NAME</u>	<u>AMOUNT</u>
	\$
Daube, Est. of Leon	30,600.
Daube, Est. of Leon	100.
Dean, J. S.	10.
Delta Drlg. Co.	60.
Edson Pet. Co.	20.
Edwards, John K., Tr. 891	60,780.
Edwards, Miss Margie, Tr. #891	60,780.
Episcopal Theo. Seminary of S.W.	190.
Episcopal Theo. Seminary of S.W.	1,430.
Falvey, Dr. J.W., F.E. & J.W., Jr.	3,590.
Fell Estate, H. B.	10.
Fell, Georgie S.	10.
Galvez Oil Corp.	28,710.
Garvin, Knox L., Jr.	780.
Genecov, A. S., Tr. & Bennie Roosth, Tr.	320.
General Amer. Oil Co. of Texas	801,970.
General Crude Oil Co.	120.
Gilcrease Oil Co.	498,920.
Gladewater Refg. Co.	7,960.
Glengarry Oil Co.	50.
Goldston, W. L.	1,810.
Golston Co., Inc., The	10.
Golston, Roy D.	1,700.
Graf, Josephine Herbert	3,810.
Gray Wolfe Co., The	3,550.
Great Expectations Oil Corp.	400.
Green, E. V.	2,180.
Gulf Oil Corp.	2,770.
Gulf Oil Corp. & Humble Oil & Refg.	210.
Gulf Oil Corp. & R. E. Smith	260.
Gulf Oil Corp.	390.
Gulf Oil Corp.	210.
Halliburton Oil Prod. Co.	222,320.
Hanrahan, Est. of William G.	370.
Herbert, Josephine Weaver, Park Weaver & Ft. Worth Natl Bank, Tr. of Est of John W. Herbert	2,980.
Hewell, W. A.	970.
Hill, Geo. P. & Houston	40.
Home-Stake Royalty Corp., The	4,900.
Hopkins, Est of Edwin B., Agent	2,090.
Houston, Olbert N. & Norvell Bruce, Tr.	50.
Humble Oil & Refg. Co.	3,101,920.
Humphrey, J. A.	130.
Hunt Oil Co.	1,060.
Hunt Trust Est., Caroline	410.
Hunt, N. B.	350.
Igo, R. E.	50.
Jackson, Lola	10.
Jarett, Stella, Tr. for Terry Gayle Muntz	270.
Jones-O'Brien, Inc.	80.
Josey Est., R. A.	46,140.
Josey Est., R. A.	276,810.
Kahn, Edmund J.	1,550.
Kirby Prod. Co.	660.
L & G Oil Co.	4,050.
Lanroy, Inc.	170.
Lasca, Inc.	20.

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<u>NAME</u>	<u>AMOUNT</u>
	\$
Lawson Pet. Co.	10.
Levine, Sam	30.
Lomax, Thornton, Jr.	100.
Lyles, Est. of George	3,120.
Mabee Pet. Corp.	10,820.
Magnolia Pet. Co.	1,110,100.
Manson Oil Co.	145,940.
Marechal, Jane Gregory etal, Tr. U/W of George S. Heyer	2,640.
Meecker, Edna Hill	10.
Meeks, Jack H.	70.
Middle States Pet. Corp.	250.
Midwest Oil Corp.	21,400.
Moncrief, R. B.	480.
Moncrief, W. A., Jr.	480.
Mosbacher, Emil	30.
Mosbacher, Gertrude	9,210.
Mucher, Mrs. Aliece M.	13,540.
McBride, W. C., Inc.	11,400.
McClung, Don, et ux & Mrs. Dora Belle Moyers.	1,800.
McDonald, Brothers	30.
McDonald, Claude D.	10.
McDonald, I. B. & C. D.	60.
McDonald, I. B., Tr.	10.
McFarland, Mrs. J. M.	2,830.
McGroy, Inc.	170.
McKnight, Paul H. & Louis Rosen, Tr.	230.
Neustadt, D. W.	30.
Neustadt, D. W.	270.
Nichols, Jno. W., Tr.	10.
North Central Oil Corp.	3,020.
O'Brien, P. F.	80.
Ogden, Ethel J., Agency	100.
Olivey, Mucher & Sample	33,450.
Pan American Pet. Corp.	38,780.
Payne, Bryan W.	150.
Phillips, Mrs. A. M.	4,400.
Phillips, A. O.	9,850.
Phillips, A. O. (Sep. Acct.)	2,060.
Phillips, B. F., Jr.	2,580.
Phillips, B. F., Jr. (Spec. Acct.)	2,060.
Phillips, B. F., Sr.	16,970.
Phillips, Loyce	4,270.
Pittsburg Pet. Co.	990.
Quin, Bishop Foundation Agency	1,430.
Quin, Bishop Foundation Agency	190.
Rancho Oil Co.	358,230.
Reynolds, John J.	200.
Rowan, A. H. & CI	40.
Royalties Management Corp.	1,060.
Rudco Oil & Gas Co.	10.
Rudman Est., I.	20.
Sabine Royalty Corp.	10,930.
Samedan Oil Corp.	3,240.
Samuel, E. H.	330.
San Juan Oil Co., Agent	6,360.
Schermerhorn Oil Corp.	2,320.
Seale, Mrs. E. B.	100.
Shell Canadian Explor. Co.	19,460.
Shell Oil Co.	307,850.
Shoreline Pet. Corp.	13,730.

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<u>NAME</u>	<u>AMOUNT</u>
	\$
Showers Trust No. 1-A, The Nancy	480.
Showers Trust No. 2-A, The Nancy	480.
Siegel, Donald	40.
Siegel, Sam	10.
Sinclair Oil & Gas Co.	41,830.
Skelly Oil Co.	19,930.
Smith, Mrs. Verne M.	3,860.
Smith, Verne Monday, Indep Exx of Est of W. Bruner Smith	3,860.
Sohio Pet. Co.	4,330.
Southland Royalty Co.	177,890.
Standard Oil Co. of Texas	2,800.
Starnes, C. R. etal	15,920.
Stieren, Jack	10.
Stieren, Jack, Indp Exr of Est of Louis W. Stieren & Mary Augusta	60.
St. Louis Union Tr. Co., Tr. U/W Harvey G. Mudd	40.
Stovall, Guy F.	50.
Stuckey, Mrs. J. F.	10.
Sun Oil Co.	201,940.
Sunray Mid-Cont. Oil Co.	8,010.
Sutton, Carol Daube	30,720.
Tabor, Zoe, Trustee	10.
Texas Company	50,590.
Texas Pacific Coal & Oil Co.	5,880.
Texas Pacific Coal & Oil Co.	4,570.
Tidewater Oil Co.	175,360.
Union Oil Co. of Calif.	4,080.
Wakefield, Robert W.	10.
Washington, Mrs. Blanche	7,960.
Washington, Martha J.	100.
Washington, W. B., III	90.
Weisner, Raymond A.	20.
Welch Foundation, The Robert A.	5,730.
Westheimer-Neustadt	30,600.
Wilcox Oil Co.	30.
Winston, Ella Rice, etal	4,490.
Wise Operating Co.	1,970.
Wise, W. W., Trustee	30.
Wise, Watson W.	780.
Zeppa, J.	10.
American Liberty Pipe Line Co.	6,870.
American Telephone & Teleg. Co.	34,400.
Arkansas Louisiana Gas Co.	81,960.
Atlantic Pipe Line Co.	1,160.
Big Sandy Teleg. Co.	6,500.
Cities Service Pipe Line Co.	5,110.
East Texas Salt Water Disposal Co.	80.
East Texas Salt Water Disposal Co.	25,110.

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Page #5
Upshur County - 1959 - Final Order

<u>NAME</u>		<u>AMOUNT</u>
	\$	
East Texas Telephone Coop.		22,500.
East Texas Water Works		6,430.
General American Pipe Line Co.		17,020.
Gulf Refg. Co.		26,180.
Gulf Refg. Co.		58,310.
Humble Pipe Line Co.		152,330.
Lacy, R., Inc.		2,330.
Magnolia Pipe Line Co.		7,600.
Service Pipe Line Co.		34,280.
Shell Pipe Line Corp.		5,840.
Sinc lair Pipe Line Co.		4,190.
Southwestern Bell Telephone Co.		90,740.
Southwestern Electric Power Co.	OFEDM 147,540.014	
Southwestern States Telephone Co.		74,650.
Sun Pipe Line Co.		9,080.
Tidal Pipe Line Co.		2,220.
United Gas Corp.		12,060.
United Gas Pipe Line Co.		73,690.
Upshur-Rural Electric Coop., Corp.		65,300.
Warren Pet. Corp.		51,120.
West Texas Gulf Pipe Line Co.		65,630.
Western Union Teleg. Co.		6,460.
Wood County Elec. Coop.		150.
		<u> </u>
Total Rendered	\$	10,329,920.
Total Unrendered	\$	<u>1,448,220.</u>
		<u> </u>
GRAND TOTAL	\$	<u>11,778,140.</u>
		<u> </u>

TREASURER'S QUARTERLY REPORT

BY H.A. WHEELER COUNTY TREASURER
 FROM April 1 TO June 30, 1959 INCLUSIVE

	Balance Last Report	Amt Rec Since Last Report	Disbursements	Transfers In	Transfers Out	BALANCE	
1 General	64,161.46	1,698.39	26,331.41		3,000.00	36,528.44	1
2 Salary	-387.02	16,040.10	18,426.14	3,000.00		226.94	2
3 R&B	6,892.13	3,733.54	10,160.49			20,465.18	3
4 R&B 1	7,724.79	23,001.15	13,234.15			17,491.79	4
5 R&B 2	7,220.66	27,638.90	20,885.79			13,973.77	5
6 R&B 3	1,384.30	25,380.76	13,511.91			13,253.15	6
7 R&B 4	1,313.98	26,084.71	14,216.64			13,182.05	7
8 Perm Imp	289.99					289.99	8
9 Perm School	642.22	28,863.74	27,656.65			1,849.31	9
10 Social Sec	7,219.08					7,219.08	10
11 Jury	6,174.79	96.03	1,721.91			4,548.91	11
12 R&B 3A Int & Skg	11,017.25	183.28				11,200.53	12
13 R&B 1B Avail							13
14 Road Dist 1-C Avail	1,756.72					1,756.72	14
15 Road Dist 1-C Int & Skg	14,979.49	105.24				15,084.73	15
16 Upshur Law Library	67.25	11.00	37.00			41.25	16
17							17
18							18
19							19
20 TOTAL	150,457.09	152,836.84	146,182.09	3,000.00	3,000.00	157,111.84	20

LIST OF BONDS AND OTHER SECURITIES ON HAND
 PERMANENT SCHOOL FUND

18 OreCity Ind. Sch. Dist. Bonds @ 1,000.00-- 18,000.00	9 Newton Ind. Sch. Dist. Bonds @ 1,000.00-- 9,000.00
10 Diboll Ind. Sch. Dist. Bonds @ 1,000.00-- 10,000.00	3 Series J Bonds @ 100.00-- 300.00
13 U.S. Savings Bonds @ 1,000.00-- 13,000.00	3 Huntington Ind. Sch. Dist. Bonds @ 1,000.00-- 3,000.00
4 U.S. Savings Bonds @ 500.00 2,000.00	

UPSHUR COUNTY
TREASURER'S
QUARTERLY REPORT

Covering Period

From Apr. 1 - 1959

To June 30 inclusive

Date Filled July 13 - 1959

By H. A. Wheeler
County Treasurer, Upshur County

FILED
1959 JUL 13 AM 9 39
O W LOYD
CLERK, UPSHUR COUNTY

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME, the undersigned authority on this day personally appeared H. A. Wheeler County Treasurer of Upshur County who being by me duly sworn upon oath says that the within and foregoing report is true and correct

H. A. Wheeler County Treasurer

SWORN TO AND SUBSCRIBED before me this 13 day of July, 1959

O. W. Loyd Clerk
County Court, Upshur County, Texas

BEFORE ME O. W. Loyd County Clerk Upshur County Texas on this day personally appeared Wolby K. Parish County Judge Jim Schockley Commissioner Precinct No. 1 Bryant Holmes Commissioner Precinct No. 2 Cloe Spencer Commissioner Precinct No. 3 and Horace Morris Commissioner Precinct No. 4, who after being duly sworn by me state under their oath that they have examined the foregoing County Treasurer's Report of Upshur County Texas and find the same to be correct to the best of their knowledge and belief

Wolby K. Parish
County Judge

Jim Schockley
Commissioner Precinct No. 1

Bryant Holmes
Commissioner Precinct No. 2

Cloe Spencer
Commissioner Precinct No. 3

Horace Morris
Commissioner Precinct No. 4

SUBSCRIBED AND SWORN TO Before me this 13 day of July

A. D. 1959

O. W. Loyd
County Clerk Upshur County Texas

3896-1

JUDGMENT OF THE COURT

STATE OF TEXAS	}	IN THE _____ COUNTY _____ COURT OF
VS NO. _____		UPSHUR COUNTY, TEXAS,
_____		MAY _____ TERM,
_____		A. D. 19 59.

On this the _____ day of _____, A. D. 19 _____, came on for final hearing the above numbered and styled cause, and it appearing to the Court that no objections have been

filed to the award of the Special Commissioners, filed on the 24th day of July

A. D. 19 59, which is as follows: \$100.00 for land taken

0.07 acres of land, more or less, some being out of and a part of that certain tract of land out of the J. M. Funn Survey, Abstract No. 121, in Upshur County, Texas, which tract was conveyed to Bob Greer by deed dated November 27, 1944, of record in Volume 150 Page 566 Deed Records of Upshur County, Texas, which 0.07 acres of land, more or less, is more particularly described by metes and bounds as follows:

BEGINNING at a point where the West Boundary Line of said tract intersects the existing North Right of Way Line of F. M. Highway 1973, said point being at right angle to and 40 feet from center line station 197 + 97.0 of F. M. Highway 1973 and also being 263 feet South from a point where said West Boundary Line intersects the South Right of Way Line of F. M. Highway 1972;

THENCE North following said West Boundary Line, a distance of 10.6 feet, to a point at right angle to and 50 feet from center line station 198 + 00.6 of F. M. Highway 1973;

THENCE N 70° 06' E, parallel to and 50 feet from the center line of F. M. Highway 1973, a distance of 322.5 feet, to a point in the South Right of Way Line of F. M. Highway 1972, said point being at right angle to and 50 feet from center line station 201 + 23.1 of F. M. Highway 1973;

THENCE S 0° 30' E, following the South Right of Way Line of F. M. Highway 1972, a distance of 10.6 feet, to a point at right angle to and 40 feet from center line station 201 + 19.6 of F. M. Highway 1973;

THENCE S 70° 06' W, parallel to and 40 feet from the center line of F. M. Highway 1973, a distance of 322.6 feet, to the place of beginning, containing 0.07 acres of land, more or less.

It is, therefore, ORDERED, ADJUDGED, and DECREED by the Court that the Commissioners' Court of

Upshur County, Texas, on behalf of the State of Texas, pay to

Bob Greer

Texas Highway Department
Form 481 (Page 2) 9-14-31m

3896-2

Defendant(s), (jointly) the sum of ONE HUNDRED AND NO/100

(\$ 100.00) and that such payment be, and it is hereby adjudged to be full compensation for the fee simple title to the hereinafter described property, and

It is further ORDERED, ADJUDGED, and DECREED that the title to said property hereinafter described be, and the same is hereby divested out of the said

Bob Greer

Defendant(s), and vested in the State of Texas, said property being described as follows.

(Here insert field notes, _____ of petition)

And it is further ORDERED, ADJUDGED and DECREED that the said _____

Bob Greer

Defendant(s) shall pay all costs herein.

W. H. ...

County Judge, Upsbur County, Texas.