

April 14, 1941

THE STATE OF TEXAS ()
 ()
COUNTY OF JOHNSON ()

BE IT REMEMBERED That at a regular meeting of the Commissioners' Court of Johnson County, Texas, held on the fourteenth day of April, A. D. 1941, the following members were present: Hon. Roy Anderson, County Judge; Roy Wyatt, Commissioner of Precinct # 1; H. O. Hadley, Commissioner of Precinct # 2; Dallas Thompson, Commissioner of Precinct # 3; G. T. Elliott, Commissioner of Precinct # 4; and A. T. Griffin, County Clerk. Among other things they did the following:

Upon the motion of Commissioner Elliott, seconded by Commissioner Thompson, it was ordered by the Court to pay Colquitt-Lacewell not to exceed \$6.00 per month for medicine for Bob (?) Copeland.

Upon the motion of Commissioner Thompson, seconded by Commissioner Wyatt, it was ordered by the Court that they continue to pay \$16.75 for utility bills on N.Y.A. Woodshop until further notice.

Upon the motion of Commissioner Elliott, seconded by Commissioner Thompson, it was ordered by the Court that they purchase materials for sewing room at Cleburne and Burleson and that these projects be continued until the first of July.

Upon the motion of Commissioner Thompson, seconded by Commissioner Hadley, it was ordered by the Court that they accept bid of the Donoho Motor Company for three Ford Trucks for Precinct # 4 at \$2119 with trade in of three used trucks, and that time warrant be issued as stated in bid.

Upon the motion of Commissioner Wyatt, seconded by Commissioner Thompson, it was ordered by the Court to purchase from the Hi-way Machinery Co. one Austin-Western No. 99 four wheel drive and steel power grader for Precinct # 2 at \$5745, and the used service maintainer be traded in, 2 % cash discount and 5 % time warrants be accepted.

Upon the motion of Commissioner Wyatt, seconded by Commissioner Elliot, it was ordered by the Court to purchase from the Hi-Way Machinery Co. a four wheel motor grader for Precinct # 3 for \$5960 to be delivered and that payments be made as of notice set out in bid.

HI-WAY MACHINERY COMPANY

Cleburne, Texas, Texas, 193__

Hi-Way Machinery Co. (hereinafter called the Company) Dallas, Texas.

You will please ship or deliver on or before the now day of April 14, 1941, (or as soon thereafter as you can furnish for transportation or delivery) to Cleburne, Texas, or other convenient station in the State, for the undersigned purchaser, the following goods:

One Austin Western #99-4-wheel drive & steel power Grader Buda K 428 Gasoline engine 68.5 H.P., at 1300 R.P.M., Hyd. Controls throughout, 5 speeds forward, 1 reverse, electric starter 13 foot X ¾' Blade R.H. ditching boot, Hyd. Brakes, Muffler Thermostat 14:00 X 20 - 12 ply tires complete and complete set of tools.

In consideration whereof the purchaser will pay the sum of Five Thousand Nine Hundred and Sixty Dollars (\$5,960.00) dollars f.o.b., Texas, on the following terms:

\$1,950.27 Cash

\$3,900.53 due May 20-1942

The above to bear 5% interest payable semi-annually in August 15th and February 15th of each year, principal and interest payable at _____

Payments to be made in legally issued _____ (County or City) warrants on orders and proceedings to be furnished by the Company's Attorney which the purchaser agrees to pass at the first regular meeting of the Court after arrival and delivery of the machinery. Lithographed warrants to be furnished by the Company and all expenses of furnishing orders and proceedings and lithographed warrants to be paid by said Company. Warrants to contain a clause that the principal and interest after

maturity shall bear interest at the rate of ten per cent per annum and ten percent attorney's fees in the event it is necessary to place the warrants or interest coupons in the hands of an attorney for collection.

Accepted for Johnson County, County, or City, Texas.

Roy Anderson, County Judge or Mayor.

J.R. Wyatt, Commissioner.

H.O. Hadley, Commissioner.

Dallas Thompson, Commissioner.

G.T. Elliott, Commissioner.

Witness to all signatures L.B. Roper, Salesman.

This order contains all the agreements between the parties hereto and shall not be valid and binding until approved by an officer of the company.

Accepted at Dallas, Texas, this the ____ day of ____ . 193__

Hi-Way Machinery Company

By _____

President

Vice President

HI-WAY MACHINERY COMPANY

Johnson County, Texas, Cleburne, 193__

Hi-Way Machinery Company, (hereinafter called the Company) Dallas, Texas.

You will please ship or deliver on or before the day of as soon as possible, (or as soon thereafter as you can furnish for transportation or delivery) to Johnson County, Texas, or other convenient station in the State, for the undersigned purchaser, the following goods:

One Austin Western "99" -4 wheel drive and steel power Grader, Buda K 428 Gas motor 68.5 H.P. at 1300 R.P.M. , Hyd Controls- 5 speeds forward, 1reverse- electric starter, 13 foot X ¾' Blade, Hyd Brakes, Muffler Thermostat- 14:00 X 20- 12 ply tires front & rear. and complete set of tools .

In consideration whereof the purchaser will pay the sum of Five Thousand seven hundred and forty fove dollar & your used Servis maintainer. (\$5745.00) Dollars, f.o.b., Texas, on the following terms:

\$1,873.34 Cash

\$3,871.66 due May 20, 1942

The above to bear 5% interest payable semi-annually on August 15th and February 15th of each yeat, principal and interest payable at _____

Payments to be made in legally issued _____ (County or City) warrants on orders and proceedings to be furnished by the Company's attorney which the purchaser agrees to pass at the first regular meeting of the Court after arrival and delivery of the machinery. Lithographed warrants to be furnished by the Company and all expenses of furnishing orders and proceedings and lithographed warrants to be paid by said Company. Warrants to contain a clause that the principal and interest after maturity shall bear interest at the rate of ten per cent per annum and ten per cent attorney's fees in the event it is necessary to place the warrants or interest coupons in the hands of an attorney for collection.

Accepted for Johnson County, County, or City, Texas.

Roy Anderson, County Judge or Mayor.

J.R. Wyatt, Commissioner.

H.O. Hadley, Commissioner.

Dallas Thompson, Commissioner.

G.T. Elliott, Commissioner.

Witness to all signatures L.B. Roper, Salesman.

This order contains all the agreements between the parties hereto and shall not be valid and binding until approved by an officer of the company.

Accepted at Dallas, Texas, this the ____ day of _____. 193__

Hi-Way Machinery Company

By _____

President

Vice President

Upon the motion of Commissioner Thompson, seconded by Commissioner Hadley, it was ordered by the Court that they accept the resignation of J.D. Singleton, Justice of the Peace Precinct # 7, to take effect immediately.

Upon the motion of Commissioner Elliott, seconded by Commissioner Thompson, it was ordered by the Court that they lower the valuation on the 137 acres of the L.D. Smith survey, Abst. # 910 now owned by Jno. D. Gerrard being on the unrendered roll from 1930-1940 included, be set aside and reassessed by tax assessor at a valuation of \$1400. per year for all years delinquent.

Upon the motion of Commissioner Thompson, seconded by Commissioner Wyatt, it was ordered by the Court that all properly approved bills be paid.

Upon the motion of Commissioner Elliott, seconded by Commissioner Thompson it was ordered by the Court, that Johnson County buy radio transmitter equipment and loan to the State Highway Patrol car.

Upon the motion of Commissioner Elliott, seconded by Commissioner Thompson, it was ordered by the Court, that they sign a contract with J.N. Baldwin for collection of delinquent taxes.

Upon the motion of Commissioner Wyatt, seconded by Commissioner Thompson, it was ordered by the Court that the report of the County Treasurer be approved and accepted.

Upon the motion of Commissioner Thompson, seconded by Commissioner Elliott, it was ordered by the Court that the order passed by the Commissioners' Court at the September Term, 1937, recorded in Volume 12, page 355, Minute of the Commissioners' Court, providing that the Auditor's Salary for the succeeding two years should be \$2400.00 per year, and that \$275.00 of this should be paid out of the

funds of Road District # 3 as provided by Article No. 1672, be set aside and that the Auditor's Salary for the term beginning Sept. 15, 1937 be fixed according to the provisions of Article 1645.

Upon the motion of Commissioner Elliott, seconded by Commissioner Thompson, it was ordered by the Court that the order passed at the September Term 1939 by the Commissioners' Court recorded in Book 12, page 579 Minutes of the Commissioners' Court providing that the Auditor's Salary should be set according to Article 1645 and 1672 as amended and that \$300.00 per year be paid from the Funds of Road District No. 3, to the General Fund to be paid on the Auditor's Salary as provided by Article 1672, be set aside and that the Auditor's Salary for the term beginning with September 15, 1939, be set at \$2000.00 per year according to Article 1645.

Upon the motion of Commissioner Thompson, seconded by Commissioner Elliott, it was ordered by the Court that the Court accept the \$850.00 refund made by County Auditor for Road District No. 3 and that the balance of the overpayment on the Auditor's Salary be repaid at the rate of \$25.00 per month until all is paid.

Upon the motion of Commissioner Hadley, seconded by Commissioner Wyatt it was ordered by the Court that the meeting adjourn subject to the call of the Judge.

Attest: _____ County Clerk _____ County Judge

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