

The Commissioners Court met in special session Feby. 17th, 1919 for the purpose of receiving bids on Bridges.

F. P. Adams-----66. Judge  
D. A. Masley-----Com. Pract #1.  
M. T. Bell-----" " #2.  
J. B. Hargroves-----" " #3.  
C. M. Bennett-----" " #4.  
S. W. Bright-----Co. Clk.  
G. W. Alford-----Sheriff.

The Court was opened by proclamation of the Sheriff.

The Court met for the purpose of letting Bridge Contracts for building of Bridges on Fairdale, Pineland, & Tebo Roads as per advertisement.

Smith Bros. bid on cost plus 15%

Illinois Steel Bridge Co. Bid-----\$34663.00

Austin Bros Bridge Co. "-----31950.00

Austin Bros having made the lowest bid and after due consideration the Court granted the Contract to Austin Bros Bridge Co. upon their executing a \$15000.00 Bond certified by County Clerk of Dallas County.

C O N T R A C T

THIS AGREEMENT, Made and concluded this 18th day of February A. D. 1919, by and between Austin Brothers Bridge Company, a corporation, of Dallas, Dallas County, Texas party of the first part, and The County Commissioners Court of and for Sabine County, State of Texas, party of the second part.

WITNESSETH, That for and in consideration of payment hereinafter mentioned, to be made and performed by the said party of the second part, the said party of the first part doth hereby covenant and agree to furnish all necessary materials of good and suitable quality, and build and make complete in a good and workmanlike manner; and in accordance with plans and specifications attached, the following 13 Bridges to-wit:

Five Fifty foot spans and one fifty foot Trestle (1-50 Span to be skew)

Two Seventy foot spans

Two Ninety foot spans one to have 2-20 approaches.

One One Hundred foot trestle

Two Twenty foot spans

All Bridges to be of 16-ton roller Capacity of sizes and shapes as on file with County in Sabine County, State of Texas; and to complete said work by the 1st day of September, 1919. Provided, that if by reason of the violence of the elements, or from causes unavoidable or beyond the control of the party of the first part, it should be impossible to perform the said work within the time above specified, then the time for the fulfillment of this contract shall be extended for a period not less than that caused by such delays.

The said party of the second part agrees to pay the party of the first part the sum of Thirty-one Thousand, Nine Hundred & No/100 \$31950.00 Dollars for said materials and work; payable in the following manner, to-wit: said payments to be made in cash as materials are delivered, and accepted and concrete and steel work are completed and accepted.

This contract covers the building of the bridges complete, including concrete foundations, steel spans, Joists, Rails and flooring as per dimensions furnished by engineer and attached hereto in case there is more or less concrete required by second party as work is done same will be adjusted on bases of costs of concrete C 33.50 per yard, dry excavation \$1.75 and Wet Excavation \$10.00 per yard

Said deferred payments to be legally issued in accordance with forms and orders furnished or approved by the party of the first part, and the party of the second part agrees to

promptly pass or issue such orders upon request of said first party.

It is further agreed by said party of the second part that is authorized to have warrants issued and settlement made for said work in accordance with terms of payment herein specified upon notice by that said work is completed and contract complied with.

The said first party further agrees to furnish within ten days a good and sufficient Bond in the sum of \$15000.00 to insure the faithful performance of their contract. Said Bond to be payable to and subject to the approval of the County Judge of Sabine County.

Other sizes and shapes of members may be used provided strength of bridge is not impaired.

IN WITNESS WHEREOF, we, the parties, have hereunto set our hands the day and year first above written.

AUSTIN BROTHERS BRIDGE CO. First Party  
BY: C. R. Moorhead

F. P. Adams Co. Judge  
D. A. Easley  
M. T. Bell  
J. B. Hargroves  
C. M. Bennett Second Party

The Court having no more business recessed until the next regular meeting.

*F. P. Adams*  
County Judge

BOND OF COUNTY DEPOSITORY TO COVER SCHOOL FUNDS

(Original to be filed with the county clerk and certified copy, or copy bearing original signatures, mailed to State Department of Education, Austin, Texas.)

THE STATE OF TEXAS  
COUNTY OF SABINE

KNOW ALL MEN BY THESE PRESENTS, That we, The First National Bank of Hemphill, of Hemphill, Texas, as Principal, and G. E. Pratt, W. F. Goodrich, J. A. Watson, A. M. Jones, P. M. Coussons, and as Sureties, are held and firmly bound unto F. P. Adams, County Judge of Sabine County, Texas, and his successors in office, in the sum of Sixty Five Thousand Dollars, for the payment of which we hereby bind ourselves and our heirs executors and administrators, jointly and severally, by these presents.

THE CONDITION of the above obligation is such that, whereas, the above bounded First National Bank of Hemphill, Texas offered the highest bid of interest on daily balances (3 per cent) and was, on February, 1919, chosen by the Commissioners Court as depository of the funds of Sabine County, including the school funds, for the term of two years, beginning February, 1919.

NOW, THEREFORE, if the said First National Bank of Hemphill, Texas shall safely keep and faithfully disburse the school funds according to law, and pay such warrants as may be drawn on said funds by competent authority, and shall account for them, together with interest thereon at the rate of 3 per cent. per annum, calculated on daily balances, to the Commissioners Court of said County and to the State Superintendent of Public Instruction as is required by law, then this obligation shall be void; but otherwise, it shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness our hand this February, 1919.

First National Bank of Hemphill, Tex  
Principal.

BY: A. M. Jones Cashier.  
A. M. Jones  
W. F. Goodrich  
P. M. Coussons  
G. E. Pratt  
J. A. Watson  
Sureties

Approved in open Commissioners Court  
this Feby. 17, 1919.  
F. P. Adams, County Judge.

(NOTE: This bond must be in a sum equal to the amount of the County Permanent School Fund plus the probable amount of the Available School Fund.)

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STATE OF TEXAS  
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS: That we, AUSTIN BROTHERS BRIDGE COMPANY, a Corporation of Dallas, Dallas County, Texas, as Principal, and Frank E. Austin, W. J. Watt, and W. O. Conner, of Dallas, State of Texas, as Sureties, are held and firmly bound unto the COUNTY COMMISSIONERS' COURT of Sabine County, Texas in the sum of Fifteen Thousand (\$15,000.00) Dollars lawful money of the United States of America well and truly to be paid to the said Sabine County, State of Texas, through its County Judge, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents. Signed and dated this 20th day of February A. D. 1919.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT WHEREAS THE SAID AUSTIN BROTHERS BRIDGE CO. has entered into a certain written contract with the said Sabine County, State of Texas, bearing date of the 18th day of February, 1919 covering the furnishing and delivery of materials and erection of same, as per terms of said contract.

NOW THEREFORE, if the said AUSTIN BROTHERS BRIDGE COMPANY shall do and perform all things faithfully and honestly required by said contract and comply with and fulfill all of the terms and conditions of said contract, and shall promptly make payments to persons supplying them with labor and materials in the prosecution of the work contracted for herein, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, Witness our hands the day and year first above written.

Approved March 3rd, 1919  
E. P. Adams, Co. Judge

AUSTIN BROTHERS BRIDGE CO., Principal  
By: C. R. Moore President  
Sureties:  
Frank E. Austin  
W. O. Conner  
W. J. Watt

THE STATE OF TEXAS  
COUNTY OF DALLAS

I, W. S. Skiles County Clerk in and for said Dallas County, do hereby certify that Frank E. Austin and W. O. Conner, whose names appear signed to the hereto attached bond as sureties, are well known to me, and are, in my opinion, fully worth in their own right, the full amount of the penalty of said bond; and if the same were presented to me for approval in my official capacity I would approve the same.

L. S. GIVEN UNDER MY HAND AND OFFICIAL SEAL at my office in Dallas, Texas, this 21 day of Feb. 1919

By: R. W. Eaton Deputy

W. S. Skiles County Clerk, Dallas County, Texas.

STATE OF TEXAS  
COUNTY OF SABINE

KNOW ALL MEN BY THESE PRESENTS: That we, The First National Bank of Hemphill, Texas, as Principal and A. M. Jones, G. E. Pratt, W. F. Goodrich, J. A. Watson, Hiram Knox, as sureties, are held and firmly bound unto E. P. Adams County Judge of Sabine County, Texas, and his successors in office, in the sum of six hundred and fifty thousand dollars, (\$650,000) for the payment of which we hereby bind ourselves and our heirs executors and administrators, jointly and severally by these presents.

The condition of the above obligation is such, that, whereas, the above bounden, First National Bank, of Hemphill, offered the highest bid on daily balances and was on the day of February 1919 chosen by the Commissioners Court as County Depository of the funds of Sabine County for the term of two years beginning February 1919.

Now therefore if the said First National Bank of Hemphill shall safely keep and faithfully disburse the County funds according to law, and shall only pay such checks as are

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properly drawn by the proper authority, and shall account for the same to the Commissioners Court of said County, as required by law, then this obligation shall be void but otherwise it shall remain in full force and effect.

In testimony whereof, witness our hands this the 12th day of February 1919.

Approved this 15 day of February, 1919.

F. P. Adams County Judge, Sabine Co. Tex.

First National Bank,  
By A. M. Jones Cashier.  
A. M. Jones  
W. F. Goodrich  
G. E. Pratt  
J. A. Watson  
A. D. Hamilton  
Hiram Knox

HOME OFFICE 115 BROADWAY

KNOW ALL MEN BY THESE PRESENTS: That we SMITH BROTHERS of CROCKETT, Texas (hereinafter called the principal), as principal, and the NATIONAL SURETY COMPANY, a corporation under the laws of the State of New York (hereinafter called the Company), as surety, are held and firmly bound unto Hon. F. P. Adams, County Judge of Sabine County, Texas (hereinafter called the obligee) in the penal sum of Seventy-five Thousand and No/100 Dollars (\$75,000.00) (which sum is hereby agreed to be the maximum liability hereunder), lawful money of the United States of America, well and truly to be paid, and for the payment of which we and each of us hereby bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Dated this 27th day of January 1919.

WHEREAS, said principal has entered into a certain contract in writing, bearing date January, 27th, 1919, with the said obligee for the construction of certain good roads in Sabine County, Texas a copy of which is or may be attached hereto, and is hereby referred to and made a part hereof.

NOW THEREFORE, the condition of this instrument is such, that if the principal indemnifies the obligee against loss or damage directly arising by reason of the failure of the principal faithfully to perform the above mentioned contract, then this instrument shall be null and void; otherwise to remain in full force and effect; provided, however, and this instrument is executed by the Company, as surety, upon the following express conditions, which shall be precedent to the right of recovery hereunder.

1. The Company shall not be liable for the infringement of any patent, or for the validity of any letters patent granted by the United States Government concerning any patented article which is required by said contract to be furnished by said principal; nor shall the Company be liable under this instrument unless the consideration to be paid the principal by the terms of said contract shall be cash.

2. The obligee shall, at the times and in the manner specified in said contract, perform all covenants, matters and things required by the obligee performed; and if the obligee default in the performance of any matter or thing in this instrument, or in said contract agreed or required to be performed by the obligee, the Company shall thereupon be relieved from all liability hereunder.

3. If, said principal shall in any manner default in the performance of any matter or thing in said contract specified to be by said principal performed, or in the event said principal shall abandon the work provided by said contract to be done by said principal, the obligee shall immediately so notify the Company and thereafter the Company shall have the right at its option to assume and sublet said contract and to proceed thereunder as if no default or abandonment had occurred; and if the Company elect to assume or assume and sublet said contract all moneys agreed therein to be paid said principal and which at the time of the default are unpaid by obligee shall thereupon belong and become payable to the Company, and shall be paid

to it, anything to the contrary in said contract notwithstanding.

4. If at any time during the prosecution of the work specified in said contract to be performed there come to the notice or knowledge of the obligee the fact that any claim for labor performed or for materials furnished the said principal in or upon said work remains unpaid or that any lien or notice of lien for such work or materials has been filed or served, the obligee shall withhold payment from the principal of any moneys due or to become due to the principal under said contract until the payment of such claim or the cancellation and discharge of such lien or notice of lien, if any, and will so notify the Company, giving a statement of the particular facts and amount of each such claim, lien or notice of lien.

5. If any changes or alterations by the principal and obligee be made in the plans or specifications for the work mentioned in said contract, the obligee shall immediately so notify the Company of such changes or alterations, giving a description thereof and stating the amount of money involved by such changes or alterations. Provided, however, that when the cost of said changes or alterations shall in the aggregate amount to a sum equal to ten per cent of the penal sum of this instrument, no further changes or alterations shall be agreed upon by the principal and obligee, until the consent of the Company thereto shall first be obtained.

6. In the event of destruction of, or injury to, or delay in the performance of the work specified in said contract, by fire, structural weakness, riot, mob, sabotage and/or malicious mischief, the elements, earthquake, cyclone, tornado, lightning, public enemy, war, state of war, insurrection, civil commotion or military or usurped power, or through strikes, lockouts or labor difficulties, neither the principal nor the Company shall be liable for any loss or damage whatsoever resulting therefrom. And the Principal and the Company shall not be liable for any delay or loss occurring in the performance of the work specified in said contract occasioned through suspending of contracts, commandeering or requisitioning business, industries, plants, machinery or material or embargoes or cessation or interruption of freight transportation delaying or preventing acquisition of materials or supplies, or through conscription of men by the Government of the United States, or by any State.

7. None of the conditions or provisions contained in this instrument shall be deemed waived by the Company unless the written consent to such waiver be duly executed by its President or Vice-President and its seal be thereto affixed and duly attested; nor shall the obligee consent to an assignment of the contract or any part thereof or consideration thereof without the express consent of the Company duly executed and attested as aforesaid; nor shall this instrument or any rights thereunder be assignable unless with the like consent duly executed and attested as aforesaid.

8. No action, suit or proceeding shall be had or maintained against the Company on this instrument unless the same be brought or instituted and process served upon the Company therein within six months after the principal shall cease performing the work mentioned in said contract and in no event after six months after the date, time or period fixed in said contract for the completion of the work mentioned therein.

9. All notices and other evidence required by this instrument to be furnished by the obligee to the Company shall be in writing and shall be forwarded by registered letter addressed to the Company at its principal offices in the City of New York.

10. That this instrument does not apply to nor cover guarantees of the work mentioned in the said contract, nor of its efficiency, nor of the wearing qualities thereof, nor for the maintenance of or repairs thereto unless hereinafter specifically agreed to as being covered by this instrument; nor the furnishing of any bond; nor does it apply to or cover any damages or compensation, either at common law or under any statute, Federal or State, arising or growing out of injuries to persons or property, nor for failure to take out insurance or to

comply with any statute covering such damages or compensation; nor the furnishing of any policy of insurance; nor for damages caused by delay in completing said contract in excess of 10% of the penal sum of this instrument, notwithstanding any provision in said contract providing for a larger sum.

11. That no right of action shall accrue upon or by reason hereof, to or for the use or benefit of any one other than the obligee herein named; and that the obligation of the Company is and shall be construed strictly as one of suretyship only; and that this instrument shall be executed by the principal before delivery.

NATIONAL SURETY COMPANY,

By I. C. Griffith Resident Vice-President

Attest: B. F. Canath Resident Assistant Secretary.

Smith Bros (Seal)  
J. H. Smith (Seal)

*J. P. Adams*  
County Judge.