

TWEEN

Filed for record Feb. 3, 1925

SABINE COUNTY, TEXAS

AND

W. E. MARTIN

THE STATE OF TEXAS,

COUNTY OF SABINE. This memorandum of agreement, made and entered into on this the 3rd. day of February, A. D. 1925, by and between the Commissioners, Court of Sabine County, Texas, acting herein by and through W. H. Davidson, County Judge of said Court, party of the first part, and W. E. Martin of Sabine County, Texas, party of the second part, WITNESSETH:

1. Party of the first part hereby employs of the second part to operate a Ferry across the Sabine River at Pendleton from month to month, Party of the first part furnishing a Ferry boat, ropes, chains and one skiff, and to furnish materials for necessary repair and to pay party of the second part the sum of \$85.00 per month for said services.

2. Party of the Second part hereby accepts the employment mentioned in Paragraph 1. hereof and agrees to keep up said Ferry and to keep said boat and the banks of the River in good repair and to keep the banks on each side of the Ferry so graded and leveled that the rise shall not exceed one foot in every seven feet from the waters edge to the top of the bank and to remain in attendance upon said Ferry at all times and comply with all the requirements of the law relating to or governing Ferries and at all times to render prompt services. Party of the second part further agrees to furnish a bond payable to the said W. H. Davidson, County Judge, in the sum of One Thousand Dollars, conditioned for the faithful performance of this contract.

Witness our hands this the 3rd. day of February, A. D. 1925.

Commissioners' Court of Sabine County, Texas.

Per W. H. Davidson County Judge

W. E. Martin

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W.E. MARTIN'S BOND
AS FERRYMAN

THE STATE OF TEXAS

COUNTY OF SABINE

KNOW ALL MEN BY THESE PRESENTS: That whereas, W.E. Martin has been this day employed by the Commissioners' Court of Sabine County, to operate and keep up a Ferry from month to month at Pandleton crossing on the Sabine River in said County.

Now therefore, we, the said W.E. Martin as principal, and _____ and _____, as sureties, acknowledge ourselves bound to pay to the County Judge of said County of Sabine, the sum of One Thousand Dollars: conditioned that the said W.E. Martin will at all times keep up said Ferry and keep the Ferry boat and the banks of the River in good repair and to keep the banks on each side of the Ferry so graded and leveled that the rise shall not exceed one foot in every seven feet from the waters edge to the top of the bank and to remain in attendance upon said Ferry at all times and comply with all the requirements of the law relating to or governing Ferries and at all times to render prompt service.

Witness our hands this the 3rd. day of February, A.D. 1925.

G.C. Harris
W. M. Davidson

W. E. Martin, Principal
J. S. Maund
D.C. Nethery

Approved this the 3 day of February, A.D. 1925.

W.H. Davidson, County Judge,
Sabine County, Texas.

THE STATE OF TEXAS

COUNTY OF SABINE

KNOW ALL MEN BY THESE PRESENTS: That I, C. P. Horn of the County of Sabine and State of Texas, for and in consideration of the sum of TEN CENTS (10 cts.) per cubic yard, to be paid monthly as the gravel is moved, by Sabine County, Texas, Have Granted Sold and Conveyed and by these presents do grant sell and convey unto the County of Sabine and State of Texas, all the gravel lying and being upon the following described tract or parcel of land in Sabine County, Texas, described as follows:

Being a strip of land about fifty (50) yards wide and extending east and west across the North side of the Fifty (57) seven and Thirty (36) six acres situated on the William Isaac League, and containing about eight (8) acres more or less, and being the same tracts of land conveyed to me by W.W. Meadow and wife Essie Meadow by deed dated Nov. 20th, A.D. 1922 and recorded in volume 22 of the Deed Records of Sabine County, Texas.

To pay the grantor herein monthly on the estimates of the Engineer of said Sabine County for the gravel that is moved during said month, the grantees herein to have Six months from the date hereof in which to remove said gravel.

It is further understood stipulated and agreed by and between the parties hereto, that the grantees herein are to remove said gravel with as little damage and waste to the timber and land as it is possible in order to remove said gravel.

Witness my hand at Hemphill, Texas, this the 3rd. day of February, A.D. 1925.

C.P. Horn

THE STATE OF TEXAS

COUNTY OF SABINE

Before me, the undersigned authority, on this day personally appeared C.P. Horn, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 3rd. day of February, A.D. 1925.

L.S.

W.H. Davidson, County Judge, Sabine County, Texas

THE STATE OF TEXAS

COUNTY OF SABINE I KNOW ALL MEN BY THESE PRESENTS: That I, J. M. White, as Party of the First Part, and Sabine County, by C. W. Fuller Commissioner Precinct No. 1, as party of the Second Part, both of Sabine County, Texas, have this day made and entered into the following agreement to-wit:

Party of the first part, for and in consideration of the sum of Forty-five (\$45.00) dollars to him in hand paid by party of the Second Part, the receipt of which is hereby acknowledged, hereby agrees to withdraw the damage claim of Fifty (\$50.00) dollars which he filed with the Clerk of the County Court on December 8th, A.D. 1924, against the Sabine County, Texas, and agrees to take out the culvert on the Public road leading from the Bronson-Yellowpine Public road to the Bronson-Hemphill Public road, the same being the culvert caused to be constructed by J.A. Ragan, and agrees to fill the opening in the road left by moving out the culvert to open up the bar-pit on both sides the road bed so the water will be free to pass southward to the creek, to build a web-wall in the opening where the water flows into the field, and not ask, hereafter, for more damages from the county from the building of said road.

Dated this the 6th day of January, A.D. 1925.

J. M. White, Party 1st. part.

Sabine County, Texas.

Per C. W. Fuller, Party 2nd. part.

Co. Commissioner Prec. No. 1.

THE STATE OF TEXAS

COUNTY OF SAN AUGUSTINE I KNOW ALL MEN BY THESE PRESENTS: That we, W.N. Whitton of the county of Shelby and A.J. Whitton, of the county of San Augustine and State of Texas, for and in consideration of the sum of Ten Cents (10¢) per cubic yard, to be paid monthly as the gravel is moved, by Sabine County, Texas, Have Granted Sold and Conveyed and by these presents do grant sell and convey unto the County of Sabine, and State of Texas, all the gravel lying and being upon the following described tract or parcel of land in San Augustine county, Texas, described as follows:

The north half of the J.W. Massey survey lying west of the Chinquapin creek, and being the northwest corner of the said Massey survey containing about 120 acres more or less.

Said Sabine County, Texas, to pay the grantors herein monthly on the estimates of the Engineer of said Sabine County for the gravel that is moved during said month, the grantees herein to have 24 months from the date hereof in which to remove said gravel; and the grantees herein hereby have an option on said gravel after the expiration of the time granted for a period of time to be agreed upon by the grantees and grantors herein at a price to be agreed upon.

It is further understood, stipulated and agreed by and between the parties hereto, that the grantees herein are to remove said gravel with as little damage and waste to the timber and land as it is possible in order to remove said gravel.

Witness our hands at San Augustine, Texas, this the 24th day of January, A.D. 1925.

W. N. Whitton

A. J. Whitton

THE STATE OF TEXAS

COUNTY OF SAN AUGUSTINE Before me, the undersigned authority, on this day personally appeared W. N. Whitton and A. J. Whitton, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 24th day of Jan. AD. 1925.

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