

Hemphill, Texas.  
January 26th, 1931.

The Commissioners Court of Sabine County, met in special term, with all members present and transacted the following business, to-wit:

It is ordered by the court that upon the assurance of Cermalene Chemical Company that warrant 747, register 2229, having been lost by them that such warrant be canceled and duplicate be issued. Also that warrant for \$49.88 be issued to them in payment of bill for cab cans, waste baskets, etc. the latter out of the P. I. Fund.

It is ordered by the Commissioners court to enter into the following contract with J. R. Phillips Investment Co. for the refunding of all Sabine County Wide Road Bonds, dated Jan. 1st 1918, and coupons that can be legally refunded, into bonds bearing 5% interest, and maturing over a period of thirty years serially, it is estimated that approximately \$30,000.00 can be legally refunded. It is ordered by the Commissioners court to refund all outstanding Road and Bridge Warrants, coupons, bonds, Script, into Road and Bridge Bonds bearing interest at the rate of 6% per annum, payable semi-annually, and maturing over a period of thirty years, serial this amount to be approximately \$60,000.00, or so much thereof that can be refunded., It is contemplated that the refunding of road and bridge items, shall be done under a special act of the legislature giving such authority. It is ordered by the Commissioners court to refund all the indebtedness against the permanent improvement warrants bearing interest at the rate of 6% per annum, payable semi-annually, and maturing 1000.00 each year, beginning in 1932.

It is ordered by the Commissioners court that the J. R. Phillips Investment Co. through their attorney be employed to handle all the above matters of refunding, and that this order is not to be revoked under any conditions, and that the J. R. Phillips Investment Co. be paid a fee for such services, which include the printing, attorneys fees, & etc a fee of (Nine per cent) of all such items, as may be refunded legally. It is further ordered by the court that a fee of \$250.00 be paid said J. R. Phillips Investment Co. to cover such legal work printing & etc. as heretofore been performed by them on Road and Bridge warrant refunding, such items of fees as can be paid by including into the refunding will be paid in the manner, and such amounts as can not be included into the refunding items legally will be paid in cash.

R. H. Dent, County Judge.  
E. J. McGown, Com. #1.  
N. E. McDaniel, Com. #2.  
W. R. Low, Com. #3.  
J. E. Minton, Com. #4.

Sabine County, Texas, this the 26th day of Jan'y, 1931. The Commissioners court meeting in special session with all Commissioners present, the above orders came before the court for consideration, and upon the motion of Com. Mc Own, and second by Com. Minton, and all commissioners present and voting in favor of same, and the same carried, as an act of the Commissioners court of Sabine County, Texas.

(L.S.)

R. H. Dent, County Judge.

Attest County Clerk,  
Mrs. Berta Harper.

Accepted by J. R. Phillips Investment  
Co. By \_\_\_\_\_

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Jan. 29th, 1931.

Hon. R. H. Dent, County Judge, of  
Sabine County, Hemphill, Texas.

Dear Sir:

In Re: Agreement to refund Bonds and Warrants, of Sabine County.  
As attorney for H. C. Burt & Company of Houston, we are advised that the Commissioners court of Sabine County, at a special session held on the 26th day of January, 1931, made some kind of an order attempting to rescind a contract entered into by the Commissioners court of Sabine County, Texas, at a regular session of such court on the 14th day of January, for the refunding of certain County bonds and warrants of Sabine County.

This attempt to rescind was without notice to H. C. Burt & Company and they not having agreed to such rescission or cancellation of their contract hereby notify you as County Judge of said County, and the Commissioners court of Sabine County, that they now stand ready to carry out the terms of their agreement and hereby serve notice on you as Judge of the court and the Commissioners that they expect the County to carry out the terms of the agreement entered into between the Commissioners court of Sabine County, Texas, and H. C. Burt & Company, dated January 14th, 1931. Any action on the part of yourselves which would hinder or delay the carrying out of such agreement by H. C. Burt & Company is calculated to bring serious loss and discredit to the county and we suggest that the County and Commissioners court do all in its power to facilitate the carrying out of the contract.

Very truly yours,  
Minton & Minton.

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