
The Commissioners' court in and for Sabine County, Texas, met in Regular Session November 25th, 1935 with all members present to-wit: Edw. Harper, County Judge, T. R. Smith, Commr. Prec. No. 1, E. C. Smith, Commr. Prec. No. 2, P. H. McGown, Commr. Prec. No. 3, and R. W. Chapman, Commr. Prec. No. 4, G. W. Russell, Sheriff, and Zeda Davidson, County Clerk, and transacted business as follows:

Accounts were allowed and approved as is shown by Minutes of Accounts allowed;

On motion duly had and carried, it is ordered by the Commissioners' court that Scrip No. 1691, in the sum of \$31.20 issued to Gervis Buckley out of the R & B. Fund, for 9 days Tractor work, be cancelled and scrip in lieu thereof be issued out of the same fund, for the same purpose and in sums as follows: \$ 18.48 and \$ 12.72. Also Scrip No. 1186, issued to Earl Polk, in the sum of \$12.00, on the R & B. Fund, for hauling gravel, be cancelled and scrip in lieu thereof be issued out of the same fund for the same purpose but in sums of \$3.20, \$3.00, \$3.00, \$2.80.

On motion duly had and carried, it is ordered by the court that the Monthly report of L.E. King, be and the same is hereby approved.

On motion by T. R. Smith, and seconded by P. H. McGown, with a unanimous vote in favor of the motion, The Commissioners' court of Sabine County agrees to cooperate with the U.S. Bureau of Animal Industry and the Live Stock Sanitary Commission of Texas in the eradication of Bovine Tuberculosis, by furnishing the following supplies and equipment: Lariat Ropes, Oil Chalk, Fifteen road maps showing the various roads in Sabine County, office space, typewriter and use of telephone while work is being carried on in the county.

On this day the following Lease Agreement was considered, agreed upon and signed by the Commissioners' court, which lease agreement reads as follows:

LEASE AGREEMENT:

This lease, made this the 25th day of November, 1935, between the East Texas Tractor & Machinery Company, of Tyler, Texas, as lessor, and Sabine County, a quasi Municipal corporation of the State of Texas, as Lessee, acting by and through its Commissioner's court, witnesseth that:

Whereas, the lessee requires the use of two 2nd hand Allis-Chalmers Model 35 Tractors, for the purpose of maintaining and building roads;

Whereas, the Lessee has available in the special road and bridge fund the sum of Thirty One Hundred and no/100 Dollars which it may lawfully expend for hiring two tractors for the purposes specified in the next preceding paragraph;

1. Now, therefore, the Lessor, in consideration of the payment of the rentals hereinafter reserved, have by leases the the Lessee, one Allis-Chalmers Model WK Second Hand Tractor #WK-2104 valued at \$1500.00 for Precinct No. 1, also one Allis-Chalmers Model WK Second Hand Tractor #WK-2106 valued at \$1600.00, for Precinct No. 3 and 4 for the period November 25th, 1935 and ending April 15th, 1937, on the Following terms:

\$1,550.00 due April 15, 1936.
\$1,550.00 due April 15, 1937.
with interest at 6% from November 15, 1935.

2. The Lessee acknowledges receipt of said tractors and equipment in good order and condition and upon the expiration of the terms of this lease (in the event the option hereinafter referred to has not been exercised) or upon the prior termination of this lease, the Lessor shall be entitled to the immediate possession of the said tractors and equipment and the Lessee shall thereupon deliver the tractors and equipment to the Lessor at Tyler, Texas, in good order and condition, ordinary wear and tear excepted.

3. The Lessee shall have the right to make any reasonable and lawful use of said tractors and equipment, and shall take reasonable and proper care thereof and at its own cost and expenses make all necessary repairs and replacements. In the event of any default by the Lessee in the payments of rent, or otherwise, this lease shall terminate at the option of the Lessor;

4. The Lessor hereby gives the Lessee the option to purchase said Allis-Chalmers Model WK Tractors No. WK-2104 and WK-2106 and equipment in its then condition at any time during the term of this lease or within five days thereafter for the purchase price of \$3100.00 to be payable in cash plus 6% interest per annum from November 15, 1935.

5. In the event that said option of purchase is exercised the purchase price shall be reduced by the amount of the rentals heretofore paid as of dates such rentals installments were paid.

6. It is hereby expressly agreed that the Lessor shall not in any case, or under any circumstances be held liable for any loss or damage or claims for loss or damage, of any kind or character whatsoever, to persons or property, or otherwise arising from or in any manner connected with the use or operation of said tracts and equipment, and any and all loss or damage and claims for loss or damage, or hereby specifically waived by the lessee.

7. It is expressly agreed and understood that this lease does not obligate the Lessee to purchase said tractors and equipment or to renew this lease. It is further expressly agreed and understood that if in the future, the Lessee avails itself of the option either to renew this lease or to purchase said tractors and equipment, as herein provided, it will do so only upon the condition that at the time of exercising said option or renewing this lease it either has, for said purpose, monies currently available which it shall then be lawfully entitled to expend or is lawfully entitled to incur the necessary liability for the rental or the payment of the purchase price;

8. Any notice that either of the parties desire to give to the other shall be in writing.

and forwarded by registered mail to the last known address of the other party. This lease is executed in triplicate and the receipt of one copy is hereby acknowledged by the lessee.

EAST TEXAS TRACTOR & MACHINERY CO. (LESSOR)
(By
Edw. Harper, County Judge.
T.R. Smith, Commissioner Precinct # 1.
E.C. Smith, Commissioner Precinct # 2.
P.H. McGown, Commissioner Precinct # 3.
R.W. Chapman, Commissioner Precinct # 4.)

There being no further business, court is adjourned.

Attest: Fred W. Davidson
County Clerk.

Edw. Harper
County Judge.

T.R. Smith
Commr. Prec. No. 1.

E.C. Smith
Commr. Prec. No. 2.

P.H. McGown
Commr. Prec. No. 3.

R.W. Chapman
Commr. Prec. No. 4.