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The Honorable Commissioner's Court met at the regular meeting place in Hemphill, on Oct. 22, 1944, with all members present, to-wit: Chas. Forse, County Judge, H. J. Hamilton, Commissioner Precinct #1, Everett Smith, Commissioner Precinct #2, Mrs. G. B. Carter, Commissioner Precinct #3 and T. L. Arnold, Commr. Precinct #4.

The County Treasurer's Quarterly Report was approved by the Court.

Petition To Add Adjacent Territory To Existing  
Hog Law

TO THE HONORABLE COMMISSIONERS COURT OF SABINE COUNTY, TEXAS:

We the undersigned persons constituting a majority of the owners of the hereinafter described lands, which adjoin lands over which a stock law now prevails and in which hogs, sheep and goats are not permitted to run at large, hereby petition your honorable body to include in said existing stock law territory the following described territory in which there are less than 20 freeholders, and that you pass an order extending the stock law forbidding the running at large of hogs, sheep and goats to include the hereinafter described lands, said lands requested to be included in said stock law, being described by metes and bounds as follows:

Beginning at a stake for corner on the North margin of the right-of-way of State Highway No. 184 at the Southwest corner of a tract of  $7\frac{1}{2}$  acres of the Jos. Walker  $\frac{3}{4}$  League Survey conveyed by L. M. Knox to J. H. Minton in 1927;

Thence South crossing said highway to stake for corner in the South margin of said highway in the North line of a 4 acre tract owned by J. H. Minton;

THENCE Westerly with the South margin of said State highway No. 184 to the Northwest corner of a tract of  $8\frac{1}{2}$  acres owned by J. W. Minton and J. H. Minton just west of what is known as the Henry Huffman pond;

THENCE South with the West line of said  $8\frac{1}{2}$  acres to its Southwest corner on the South line of the old original Henry Huffman's 50 acres;

THENCE West with said Huffman's South line to stake for corner in the West line of the Jos. Walker  $\frac{3}{4}$  League Survey being the extreme Northwest corner of 85 acres owned by J. W. Minton and J. H. Minton;

THENCE South with the west line of said Jos. Walker  $\frac{3}{4}$  League Survey to the Southwest corner of 80 acres known as the International Investment Company tract on the North line of what is known as the Knox Mill tract;

THENCE Easterly with the North line of said Mill tract for corner in the West edge of the right-of-way of the L. H. & G. R. R. Tract at the Southeast corner of 43 acres owned by J. H. Minton;

THENCE in a Northerly direction with said West line of said right-of-way to the Southeast corner of 43 acres owned by J. H. Minton;

THENCE in a Northerly direction with said West line of said right-of-way to the Southeast corner of the J. W. Minton 27 acre tract in the North margin of the right-of-way of State Highway No. 184;

THENCE Westerly with the North Margin of said Highway right-of-way to the place of beginning.

J. B. King

21

F. T. Woolum  
H. C. Hutson  
J. H. Minton  
Mrs. J. B. King  
E. M. Ferrell  
J. W. Minton

It was moved by H. J. Hamilton and Seconded by T. L. Arnold, and unanimously carried that the above Hog Law Petition be granted.

THE STATE OF TEXAS #

COUNTY OF SABINE # TO THE HONORABLE COMMISSIONER'S COURT OF SABINE COUNTY, TEXAS:

Comes now, Hugh N. Wood, petitioner and files this his application with this Honorable Court, to-wit:

1. To secure for himself, his successors or assigns, the right, franchise and easement to lay, construct, maintain and operate in the Town of Bronson, Sabine County, Texas, and for one (1) mile in each direction from said town, together with the right of easement along, in and under the present and future streets, alleys and roads of the said town of Bronson, Texas and for one (1) mile in each direction therefrom, a system of gas mains, supply pipes and laterals with all necessary or desirable appurtenances for the purpose of supplying gas to the said town of Bronson, Texas, the inhabitants thereof and to persons, firms and corporations within and beyond the limits of said town for a distance of one (1) mile, for light, heat and power and other purposes and that the rights, privileges and franchises herein granted shall be and remain in the Grantee, his heirs or assigns, for a period of 18 years from and after the passage of an order by your Honorable Court granting this franchise application. He is granted a period of 2 years from date free of all taxes & charges.

2. All mains, pipes and laterals shall be so laid so as to interfere as little as possible with traffic over the streets, alleys and road within the territory covered by this franchise. The location of all mains, pipes and laterals shall be fixed under the supervision of some duly authorized representative of the Honorable Court of your successors, until such time as the town of Bronson, Texas might become a duly incorporated City, after which time such supervision within the then City limits shall be under the supervision of a duly authorized representative of said City of Bronson, Texas.

3. By the term "town of Bronson, Texas" as herein above used, is meant the territory covered by the town of Bronson, Texas as laid out and subdivided into lots and blocks by the Santa Fe Townsite Company, which town consisted of 116 blocks, and is composed of 262 $\frac{1}{2}$  acres of H. T. & B. Ry. Co. Section No. 3; 3 $\frac{1}{2}$  acres of H. T. & B. Ry. Co. Section No. 4 and 134 acres of T & N. O. Ry. Co. Section No. 7.

4. When the Grantee shall make or cause to be made excavation or shall place obstructions in any street, alleys or road into said town of Bronson, Texas or other territory covered by this franchise, he shall place sufficient barriers, lights and signals upon, adjacent to and about the same to warn the people of their existence, and in the event of injury to person or property by reason of any such excavation or obstruction the Grantee shall indemnify and keep harmless the County of Sabine and the Commissioners and other officials thereof, from any and all liability on account of such injury, and grantee shall, within a reasonable time repair, clean up and restore as nearly as may be to their original condition all streets, alleys and roads excavated during the construction of said system or in repair of same.

5. The rates and charges which the Grantee shall make under this order, in the sale of gas, either natural or artificial, shall be made by the Grantee herein subject to the approval of the Commissioner's Court of Sabine County until such time as the town of Bronson, Texas might become a duly incorporated City or town after which time such rates shall be approved by the said City or town of Bronson, Texas as to the customers being served within such City limits.

6. The Grantee will print a schedule of charges for such gas and furnish a copy to all customers.

7. Grantee may also charge and collect for the setting and changing of meters and the amount not to exceed the cost of labor and material used in performing such service, plus ten per cent (10%) of such amount

of material and labor cost.

8. Grantee may make and enforce reasonable rules and regulations in performing or conduct of such business, and may required before furnishing service the execution of a contract therefor and may require each customer or consumer served to pay for the installation of all service pipes from the main in the street, alley or road to and through the consumer's premises, and grantee shall have the right to contract with each consumer with reference to the installation of service pipes and the control of the same for the connection thereof with grantee's main in the streets, alleys or roads to and including the meter located on the customer's premises, provided, however, that the expression of the rights of the grantee respecting the above matters, or any other matter herein, shall not be construed to limit his rights in respect of making any other rule or exercising any other privilege reasonably necessary or appropriate to the economical, proper and efficient operation of said business.

9. Grantee shall not be required in any event to extend mains or pipes longitudinally on any street, alley or road more than fifty (50) feet for any one customer.

10. Grantee shall be entitled to require from each and every customer of gas, before gas service is installed, a deposit in money of twice the amount of the estimated monthly bill, which deposit may be retained by grantee until service is discontinued and accounts thereunder have been paid; provided, however, that in no event shall said deposit be less than the sum of Five Dollars (\$5.00), and that any and all customers shall make such deposit. Grantee shall return said deposit to the consumer making the same, and shall account to such consumer for interest thereon at the rate of six per cent (6%) per annum from the date of such deposit, and he shall be entitled to apply said deposit to any indebtedness due him by the consumer making the deposit, and when the same has been applied to any such indebtedness the gas service may be discontinued until all of the indebtedness of the consumer is paid and like deposit made with the grantee by said consumer.

11. The rights, privileges and franchises granted by this order, are not to be considered exclusive, but the honorable commissioners' court of Sabine County, Texas, may grant like privileges and franchises, as it may see fit, to any other person or corporation for the purposes contemplated herein, and the said Commissioners' Court of Sabine County, Texas, hereby expressly reserves the rights and privileges to supervise, regulate and control the exercise of the powers herein granted when the interest of the public may require, and within the rules of law of the State and of the United States, but it is expressly provided that no forfeiture of this franchise shall be declared or claimed except for a willful violation of its terms by the grantee, his successors or assigns.

12. Grantee shall file his written acceptance of this franchise within thirty (30) days after its passage and approval. It is further provided that this franchise shall become null and void if there shall not be constructed and completed by grantee, his successors or assigns, by Oct. 23, 1946, a system of pipes through which gas is ready for delivery to consumers contracting thereof and complying with the rules for the taking of such gas, and likewise shall become null and void if grantee has not filed his written acceptance hereof on or before thirty days after the passing of this order.

13. All of the rights and privileges, obligations and requirements contained herein shall run to the respective persons, their successors and assigns, and shall be enforceable for and against them to the same extent and under the same conditions as applying to the parties hereto.

WHEREOF, PREMISES CONSIDERED, petitioner prays this Honorable Court for the authority, franchise, right and easement set forth above.

Hugh N. Wood  
Petitioner

On motion by Everett Smith and seconded by H. J. Hamilton it is the will of the court that the above petition for franchise be granted to Hugh N. Wood.

There being no further business, Court Adjourned.

Attest:

Clerk of Court

Gas. Jones  
County Judge  
H. J. Hamilton  
Commissioner Prec. #1

Ernest Smith  
Commissioner Precinct #2

Mrs. B. B. Carter  
Commissioner Precinct #3

Thurwald  
Commissioner Precinct #4