

STATE OF TEXAS  
COUNTY OF SABINE

On this the 13th day of September, 1971, the Honorable Commissioners' Court met in regular session with the following members present, to-wit:

Charlie Forse	County Judge
R. E. Smith	Commissioner, Precinct No. 1
T. A. Seales	Commissioner, Precinct No. 2
H. E. Wilburn	Commissioner, Precinct No. 3
W. W. Cavender	Clerk of the Court

Oscar P. Pate and L. C. Hammock appeared before the Court on Behalf of the Hemphill Lions Club and requested that the Gam Warden for this area be furnished a Short Wave Radio in his car and the Lions Club offered to donate \$100.00 toward this purchase. The Court agreed to investigate the matter.

Motion by Commissioner, R. E. Smith, seconded by Commissioner, H. E. Wilburn the Court voted to divide the Lateral Road Fund equally among the four precincts.

Motion by Commissioner, R. E. Smith, seconded by Commissioner, T. A. Seales by unanimous vote the Court accepted the following:

RELEASE IN FULL OF  
ALL CLAIMS

THE STATE OF TEXAS  
COUNTY OF SABINE

I, ARTHUR DURBIN, of Sabine County, Texas, the undersigned, for and in consideration of the payment by Sabine County, Texas of the sum of \$1000.00 on my hospital bill owed to St. Elizabeth Hospital, Beaumont, Texas and on my doctor bill owed to Dr. W. W. Washburn, Beaumont, Texas, the receipt of which is hereby acknowledged, do hereby RELEASE, ACQUIT and FOREVER DISCHARGE Sabine County, Texas, its officers, employees, and agents, specifically including, but not limited to Blain Greer, Sheriff of Sabine County, Texas and W. F. "Mutt" Barlow, Deputy Sheriff of Sabine County and all other law enforcement officials of Sabine County, Texas from any and all liability actions, causes of actions, claims, demands or suits whatsoever, which I May now or hereafter have or claim to have on account of or arising out of personal injuries or involving any impairment or damage to any right (including, but not by way of limitation, right to be paid for loss of time, loss of services or for expenses incurred) accruing to me because of or in anyway related to that certain incident, occurrence or event which occurred on or about the 14th day of June, 1971 in the Sabine County jail house when I was physically assaulted by two fellow inmates, being Roy G. White and Clyde Boyett, while incarcerated in said jail.

It is agreed and understood that I have heretofore made claim or demand against the said County of Sabine and the other parties named above, all of which have denied liability for said claim and damages, but are willing for the purpose of avoiding the expense of litigation and to finally and forever dispose of my said claim to pay the sum aforesaid in full settlement thereof. This settlement is simply a compromise of a disputed claim, and is not a confession or admission of liability or negligence on the part of any of those released hereby, and shall not be held or construed as any sort of confession or admission in any suit or proceeding; no matter by whom same may be brought.

It is further understood and agreed that any injuries sustained by me may be permanent and progressive and that recovery may be uncertain and indefinite, and in making this release and agreement I covenant and agree that this release covers and releases all claims and demands for all ~~#####~~ <sup>consequences</sup> of said occurrence including all consequences thereof which may hereafter develop as well as those already known, developed or now apparent. In making this release, I have relied wholly upon my own judgment and knowledge and I have not been influenced to any extent whatsoever in making this release by any representations or statements regarding said injuries or damages or regarding liability or other matters, made by the said County of Sabine or by any persons, firms, corporations, physicians, attorneys or other parties representing or acting for the said County of Sabine or for any party released hereby.

It is further agreed and understood that for the consideration above mentioned, I will pay all hospital bills, doctor bills and medical expenses of every kind heretofore incurred or hereafter incurred in connection with the above incident and will hold the parties being herein released harmless for all liability thereon and I will be fully and solely responsible therefor no matter in whose name (the released parties or my own) the bills and statements may be listed. I also acknowledge that the parties released hereby have fully satisfied all duties and obligations (whether governmental or contractual) which may have accrued regarding the above described incident wherein I was injured.

I further warrant that no promise, statement, threat, or agreement not herein expressed has been made, and that I fully understand this instrument and I execute it with full knowledge of its meaning, having first read it carefully.

This release contains the entire agreement between me and the said County of Sabine, its officers, agents and employees, sheriff Blain Greer and deputy sheriff, W. J. "Mutt" Barlow and all other law enforcement officials of Sabine County, Texas and the terms of this release are contractual and not merely recital.

EXECUTED this the 13 day of September, 1971.

Arthur Dubbin /s/  
ARTHUR DURBIN

THE STATE OF TEXAS ↓

COUNTY OF SABINE | BEFORE ME, the undersigned authority, on this day personally appeared ARTHUR DURBIN, 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 13 day of September, A. D., 1971.  
(Seal)

James Allen Payne /s/  
NOTARY PUBLIC IN AND FOR SABINE COUNTY,  
TEXAS.

All accounts were allowed and made payable.

There being no further business the court adjourned.

*Charlie Force*  
County Judge

R. L. Smith  
Commissioner, Precinct No. 1

J. A. Sealer  
Commissioner, Precinct No. 2

H. E. Wilburn  
Commissioner, Precinct No. 4

[Signature]  
Clerk of the Court

