

OK
S.H.

35

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE
HELD IN THE DISTRICT OFFICE ON JULY 28, 1930, 3 O'CLOCK PM.

The call of the roll disclosed the presence, or absence, of directors as follows, viz:

PRESENT

W. R. Bennett
C. A. Hickman
W. K. Stripling
E. E. Bewley

ABSENT

Joe B. Hogsett, Absent
from City.

At this meeting W. R. Bennett presided in his capacity as President; W. K. Stripling acted in his capacity as Secretary.

At this time and place the following proceedings were had and taken, viz:

1. The Minutes of the Meeting of July 15, 1930, were read. They were found without objection, were approved and ordered of record.

2. Thereupon there was presented to the Directors for authorization the District Voucher Checks Numbers 2170 and 2171, for the total sum \$1200.00, representing the consideration for 40 acres of land purchased from Mrs. Kate Hunt Craddock. The executed deed for this land is in the possession of the District. The Directors had placed before them the certificate of the Attorneys that the title was good and sufficient. Of the stated sum \$1,200.00, \$23.59 (represented by Voucher Check No. 2171) was for past due taxes. Upon consideration of the vouchers and the supporting data Director Bewley made a motion that the voucher checks as presented do be authorized and executed and that they be delivered to the respective persons entitled to receive the same. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it is so ordered.

3. There was presented to the Directors for approval and execution a proposed easement contract between this District and the Texas Power and Light Company. This contract related to a power line now existing on land owned by the District adjacent to the dam in Wise County. The terms of the proposed contract were fully examined by the Directors and were by them approved. Director Stripling made a motion that the contract as proposed do be executed as the act and deed of the District, in the manner required by law, and that the contract when so executed be delivered to the Texas Power & Light Company upon payment of the stated consideration of \$10.00. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

4. There were presented to the Directors the proposals of Mr. O. G. Lowry and three other persons to lease from the District certain lands for various periods to run between January 1, 1931, to December 31, 1931. There was full discussion of this matter. It was the sense of the Directors that certain of the District's lands should be leased, provided the rentals proposed prove to be fair and adequate. And further provided that the lessees would be willing to accept lease contracts which would fully protect the District against any claims for damages which might grow out of the operations of the contractors or other employees of the District, especially in the matter of clearing lands, against injuries caused by water levels, and as well against damages by reason of injuries arising from felled timbers which might be flowed down stream. The Directors therefore requested that the Attorneys prepare a proposed lease form which would protect the District. This form was to be presented at the next regular meeting of the Directors, at which time the Directors would determine upon their policy concerning this. It was further directed that all applicants should be so advised.

5. Directors Hickman and Stripling, composing the Land Committee, presented for consideration the proposal of Mr. J. N. McKee to pay to the District the sum \$500.00, for the houses, barns and other structures on the land purchased from Mr. McKee by the District, but not to include outside fences. Thereupon Director Hickman made a motion that the proposal as presented do be authorized and consummated, subject only to the payment of the consideration in cash and in advance of the removal of any improvements. This motion was seconded by Director Stripling. The motion was carried and it was so ordered.

6. Thereupon the Land Committee presented to the Directors the claim by Mr. W. H. Astin that he was now unable to pay the land rentals accrued and unpaid. Further, that it was the desire of Mr. Astin to postpone payment until such time as the cattle upon the land in question could be marketed. It was further stated that Mr. Astin had complaint as to high water in Hunt Creek, being caused by the Temporary Dam in such manner that the pastures were cut in two. There was full consideration of this matter, whereupon it was the unanimous sense of the Directors that the Land Committee should be clothed with full power to close with Mr. Astin, as they in their discretion might determine to be for the best interest of the District.

7. Director Bewley, as Chairman of the Committee on Finance and as Custodian of Depository Pledges, presented a request of the Continental National Bank, the District Depository, to withdraw from pledge certain securities described in their letter of July 19th, 1930, which securities total in par value the sum \$140,000.00. Director Bewley presented a statement of the funds on hand and the pledges on hand. He recommended that the request do be granted and thereupon made a motion that the request do be granted; that the usual multiple reciprocal receipts do be executed as between the parties and that the securities described do be delivered to the Depository Bank. Further, that one of such multiple receipts, properly describing the securities to be withdrawn do be attached to these Minutes, together with the Bank's letter, as "Exhibit A", and made a part of these Minutes. Further, that one such reciprocal receipt do be attached to the original bond of the Depository Bank, as provided by the terms of said bond. This motion was seconded by Director Stripling. Upon a vote being taken the motion was carried and it was so ordered.

8. Thereupon the Attorneys for the District presented to the Directors a report of a conference with Mr. Jewell P. Lightfoot, as Attorney for the Receiver for the Texas National Bank, which in substance was as follows:

(a) That the Comptroller of the Currency of the United States had examined the account of this District against the Texas National Bank, as the same was formulated and presented on the 4th day of March, 1930.

(b) That the Comptroller of the Currency had agreed in principle to the brief of the authorities presented by the Attorneys for this District but that there were certain exceptions to specific items of deduction from the proceeds derived from the sale of the bonds pledged by the Texas National Bank, which the Comptroller would not agree to as being items lawfully chargeable. These items were:

(1) Fee to Messrs. Smith & Rowland, as Consulting Counsel for the District	\$1000.00
(2) Cost of publication of Notice for receiving bids for a selection of a substitute Depository	36.00
(3) An excessive interest charge of	33.66
	<hr/>
TOTAL	\$1069.66

(c) That if said sum \$1069.66 was promptly paid to the Receiver of the Texas National Bank that the Receiver will be authorized to give the District a full acquittance concerning this transaction, as between the Bank and the District.

(d) That if the foregoing conditions were not met that the Receiver had been instructed to file suit against the District, putting in issue all matters of controversy which might have grown out of the transaction wherein the Texas National Bank was Depository for this District.

There was full consideration of these matters, whereupon Director Bewley made a motion that the settlement proposed by the Attorney for the Receiver for the Texas National Bank do be authorized; that the deductions demanded be made; that the District do pay to the Receiver of the Bank the said sum \$1069.66; upon condition, however, that the Receiver for the Bank, with full authorization by the Comptroller of the Currency, do execute and deliver to the District a valid and binding acquittance as to all matters heretofore in controversy as between this District and the Texas National Bank, and, or, the Receiver thereof. Further, that the officers and attorneys for the District do be authorized and directed to do any and all things required to effect the intent of this motion. This motion was seconded by Director Stripling. Upon a

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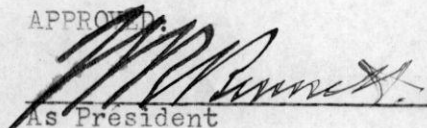
vote being taken each of the Directors voted for the motion and no Director voted against the motion. It was so ordered.

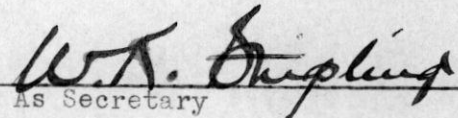
9. There was discussion of the proposed contract as between this District and the Fort Worth Levee District. It was the sense of the Directors that the Supervisors of the Levee District should be advised that the Directors of this District would be pleased to have a meeting between the two Boards on Monday, August 4, 1930, at 2:30 p. m., at which time and place an accord might be sought. It was so ordered.

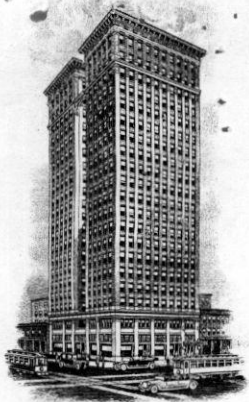
10. Thereupon President Bennett presented a letter written to him on July 23, 1930, by Mitchell, Gartner & Walton, concerning the fact that the Contractors had not paid the premium on the Construction Bond which was executed by Mitchell, Gartner & Walton, as local Agents for the American Surety Company of New York. There was full consideration of this matter. It was the unanimous sense of the Board of Directors that President Bennett, in the name of the District, should address to each of the Contractors a letter, which letter among other things should state that the Directors of the District would appreciate the action of the Contractors in promptly disposing of the matter, and giving to the District advice to that effect. It was so ordered. The original letter from Mitchell, Gartner & Walton, together with the copies of the letters written by President Bennett to each of the Contractors, and as well the postal registration receipts for said letters are attached to these Minutes. in folio, marked "Exhibit B" and hereby made part hereof.

11. No further business was presented and the meeting was adjourned.

APPROVED


As President


As Secretary



PLEASE ADDRESS YOUR REPLY TO WRITER.

"EXHIBIT A"
July 28, 1930

CONTINENTAL NATIONAL BANK

OF FORT WORTH

CAPITAL \$ 750,000 — SURPLUS \$ 250,000

FORT WORTH, TEXAS

July 19, 1930.

J. G. WILKINSON, CHAIRMAN
H. H. WILKINSON, PRESIDENT
A. E. THOMAS, VICE-PRESIDENT
ED. H. WINTON, VICE-PRESIDENT
J. E. WILLIS, VICE-PRESIDENT AND TRUST OFFICER
H. C. BURKE, JR., ASST. VICE-PRESIDENT AND ASST. TRUST OFFICER
H. C. WALLENBERG, ASST. VICE-PRESIDENT
JOHN H. ERIKSEN, CASHIER
OSCAR VOGEL, ASST. CASHIER
V. M. BLAKELY, ASST. CASHIER

Board of Directors,
Tarrant County Water Control and
Improvement District Number One,
Fort Worth, Texas.

Gentlemen:-

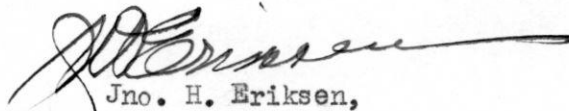
At close of business July 19, 1930, the
balances to the credit of your account on our books were as follows:

Construction Fund	\$623,192.55
Interest & Sinking Fund	<u>98,778.72</u>
Total.....	\$721,971.27

To secure the above total deposits, we
have pledged with us at this time various government securities, amount-
ing to \$865,000.00, par value.

We herewith submit for your approval, our
application to withdraw a total of \$140,000.00 of the above bonds.

Yours very truly,

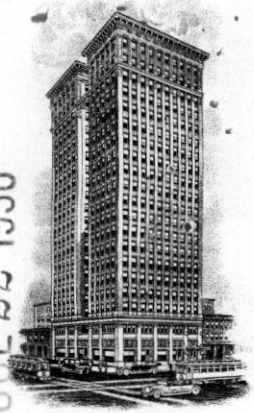

Jno. H. Eriksen,
Cashier

JHE:S

\$ 865,000.00 *Depository Securities*
721,971.27 *Bonds*
\$ 143,028.73



JUL 22 1930



PLEASE ADDRESS YOUR REPLY TO WRITER.

CONTINENTAL NATIONAL BANK

OF FORT WORTH

CAPITAL \$ 750,000 — SURPLUS \$ 250,000

FORT WORTH, TEXAS

July 19, 1930.

J. G. WILKINSON, CHAIRMAN
 H. H. WILKINSON, PRESIDENT
 A. E. THOMAS, VICE-PRESIDENT
 ED. H. WINTON, VICE-PRESIDENT
 J. E. WILLIS, VICE-PRESIDENT
 H. C. BURKE, JR., AND TRUST OFFICER
 ASST. VICE-PRESIDENT AND ASST. TRUST OFFICER
 H. C. WALLEMBERG, ASST. VICE-PRESIDENT
 JOHN H. ERIKSEN, CASHIER
 OSCAR VOGEL, ASST. CASHIER
 V. M. BLAKELY, ASST. CASHIER

Dear Ed:-

In keeping with 'phone conversation, I am enclosing herewith letter to the Water Board, requesting their approval of a withdrawal amounting to \$140,000.00. In making out your exhibit, which, according to our records, will be No.8, we shall appreciate your describing the following U. S., 3%, Treasury Bonds of 1946-56, being out of the list of bonds amounting to \$240,000.00 in Exhibit No.2, numbered as follows:

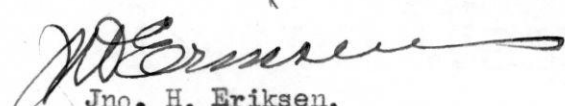
K00000060, A-61, B00002872, C-3, D-4, E-5, F-6	
J00002869 at \$5,000.00 each	\$ 40,000.00
J00004529, K-30, A-31, D00007114, E-15, F-16,	
G-17, J-18, J-19, K-20 at \$10,000.00 each	100,000.00

It is urgent that we have these bonds not later than Monday if at all possible and we are again going to impose on your good disposition and very accommodating nature to lend us every assistance to this end.

With thanks in advance for your assistance,

I am,

Yours very truly,


 Jno. H. Eriksen,
 C a s h i e r

JHE:S
Encl.



"EXHIBIT 8"

"WITHDRAWAL OF SECURITIES"

ON THIS THE 28TH DAY OF JULY, 1930, The CONTINENTAL NATIONAL BANK OF FORT WORTH, TEXAS, hereby acknowledges receipt of Securities heretofore pledged to secure Tarrant County Water Control and Improvement District Number One. Said securities are described in "Exhibit 2" which is attached to the bond of this Bank, as the District's Depository, and the same are specifically described as follows, viz:

UNITED STATES 3 1/2% TREASURY BONDS OF 1946-56:		
Nos. K0000060, A0000061, B0000282, C0000283, D0000284, E0000285, F0000286, J0000289.	}	@ \$5,000.00 EACH
		\$40,000.00
Nos. J00004529, K00004530, A00004531, D00007114, E00007115, F00007116, G00007117, H00007118, J00007119, K00007120.	}	@ \$10,000.00 EACH
		\$100,000.00
T O T A L		\$140,000.00

THE WITHDRAWAL of pledged securities hereby set out is due to the fact that the securities now under pledge are in excess of the amount required adequately to secure the District's deposits, and is in compliance with the law and the provisions of the contract between the Bank and the District.

THIS RECEIPT is hereby designated as "EXHIBIT 8", and is to be attached to the bond executed by said Bank on March 13, 1930.

CONTINENTAL NATIONAL BANK OF FORT WORTH,

ATTEST:

John Blawie
As ASST CASHIER

BY: [Signature]
As Vice President

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE,

BY: [Signature]
As vice-pres & controller

"EXHIBIT B"
July 28, 1930.

THE SIGN OF
GOOD INSURANCE



J. W. MITCHELL
HERMAN GARTNER
C. H. WALTON
B. F. ALLEN, JR.
W. J. BLOUNT
V. P. BAKER
W. E. GOOCH
W. W. TAYLOR
J. MAC THOMPSON

SIXTH FLOOR
ELECTRIC BUILDING
SEVENTH AND LAMAR STREETS
FORT WORTH, TEXAS

July 23, 1930

Mr. W. R. Bennett, President
Tarrant County Water Control &
Improvement District No. 1
Neil P. Anderson Building
Fort Worth, Texas

Dear Mr. Bennett:

For your information, on the fourth of last February this agency through the American Surety Company of New York executed for the Trinity Farm Construction Company, McKenzie Construction Company and Uvalde Construction Company a surety bond in the amount of \$1,880,000.00 to the Tarrant County Water Control and Improvement District Number One.

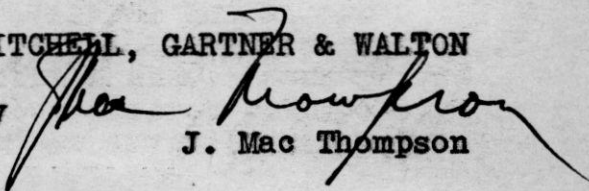
The premium on this bond of \$37,582.16 remains unpaid, although we have made numerous efforts to collect it. We see no reason why this premium should not have been paid long ago, inasmuch as the Water Board has the money on hand. The bond has been executed, and the surety company has fulfilled its obligation.

We will appreciate your assistance in clearing up this matter, as it is now considerably past due.

Very truly yours,

MITCHELL, GARTNER & WALTON

By


J. Mac Thompson

JMT:L

CC-Mr. W. K. Stripling, Secretary
W. C. Stripling Company
Fort Worth, Texas

C O P Y

Fort Worth, Texas,
July 23, 1930.

Mr. W. R. Bennett, President
Tarrant County Water Control and
Improvement District Number One,
Neil P. Anderson Building,
Fort Worth, Texas.

Dear Mr. Bennett:

For your information, on the fourth of last February this agency through the American Surety Company of New York executed for the Trinity Farm Construction Company, McKenzie Construction Company and Uvalde Construction Company a surety bond in the amount of \$1,880,000.00 to the Tarrant County Water Control and Improvement District Number One.

The premium on this bond of \$37,582.16 remains unpaid, although we have made numerous efforts to collect it. We see no reason why this premium should not have been paid long ago, inasmuch as the Water Board has the money on hand. The bond has been executed, and the surety company has fulfilled its obligation.

We will appreciate your assistance in clearing up this matter, as it is now considerably past due.

Very truly yours,

MITCHELL, GARTNER & WALTON

By (Signed) J. Mac Thompson
J. Mac Thompson

JMT:L

CC-Mr. W. K. Stripling, Secretary
W. C. Stripling Company
Fort Worth, Texas

(POSTMARK OF)

Receipt for Registered Article No. 13514

Registered at the Post Office indicated in Postmark

Fee paid 15 cents Class postage 2

Return Receipt fee 2 Spl. Del'y fee
Delivery restricted to addressee:

in person _____, or order
Accepting employee will place his initials in space
indicating restricted delivery.

POSTMASTER, per _____

(MAILING OFFICE)

Complete record of registered mail is kept at the post office, but the sender should write the name of the addressee on back hereof as an identification. Preserve and submit this receipt in case of inquiry or application for indemnity.

Registry Fees and Indemnity.—Domestic letters and sealed parcels indemnified for \$50 or less, 15 cents; for over \$50 and not in excess of \$100, 20 cents; domestic second-class, not indemnified, 15 cents; domestic third-class, indemnified up to \$25, 15 cents; Postal Union articles addressed to foreign countries, regardless of class or indemnity, 15 cents. Consult postmaster as to registry fees chargeable on registered international parcel-post packages for foreign countries. Claims must be filed with postmasters within one year from date of mailing.
Form 3806 (Rev. 6-29-27) C5-6852 U. S. GOVERNMENT PRINTING OFFICE: 1927

July 29, 1930.

(POSTMARK OF)

Receipt for Registered Article No. 13515

Registered at the Post Office indicated in Postmark

Fee paid 15 cents Class postage 2

Return Receipt fee 2 Spl. Del'y fee
Delivery restricted to addressee:

in person _____, or order
Accepting employee will place his initials in space
indicating restricted delivery.

POSTMASTER, per _____

(MAILING OFFICE)

Complete record of registered mail is kept at the post office, but the sender should write the name of the addressee on back hereof as an identification. Preserve and submit this receipt in case of inquiry or application for indemnity.

Registry Fees and Indemnity.—Domestic letters and sealed parcels indemnified for \$50 or less, 15 cents; for over \$50 and not in excess of \$100, 20 cents; domestic second-class, not indemnified, 15 cents; domestic third-class, indemnified up to \$25, 15 cents; Postal Union articles addressed to foreign countries, regardless of class or indemnity, 15 cents. Consult postmaster as to registry fees chargeable on registered international parcel-post packages for foreign countries. Claims must be filed with postmasters within one year from date of mailing.
Form 3806 (Rev. 6-29-27) C5-6852 U. S. GOVERNMENT PRINTING OFFICE: 1927

Company, Inc.,

3: Controversy Concerning Premium on Construction Bond.

(POSTMARK OF)

Receipt for Registered Article No. 13516

Registered at the Post Office indicated in Postmark

Fee paid 15 cents Class postage 2

Return Receipt fee 2 Spl. Del'y fee
Delivery restricted to addressee:

in person _____, or order
Accepting employee will place his initials in space
indicating restricted delivery.

POSTMASTER, per _____

(MAILING OFFICE)

Complete record of registered mail is kept at the post office, but the sender should write the name of the addressee on back hereof as an identification. Preserve and submit this receipt in case of inquiry or application for indemnity.

Registry Fees and Indemnity.—Domestic letters and sealed parcels indemnified for \$50 or less, 15 cents; for over \$50 and not in excess of \$100, 20 cents; domestic second-class, not indemnified, 15 cents; domestic third-class, indemnified up to \$25, 15 cents; Postal Union articles addressed to foreign countries, regardless of class or indemnity, 15 cents. Consult postmaster as to registry fees chargeable on registered international parcel-post packages for foreign countries. Claims must be filed with postmasters within one year from date of mailing.
Form 3806 (Rev. 6-29-27) C5-6852 U. S. GOVERNMENT PRINTING OFFICE: 1927

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of Fort Worth, who were local agents
any of New York, both on April 1st,
signing of the bond.

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is written by direction of the Board.

the unanimous conclusion of the Direct-
ors that you should be advised that we will much appreciate your
action in promptly disposing of the matter, and giving to us ad-
vice to that effect.

Yours truly,
TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE,

BY:

As President.

WRB:AM

July 29, 1930.

Trinity Farm Construction Company, Inc.,
2519 Oak Lawn Avenue,
Dallas, Texas.

RE: Controversy Concerning Premium on Construction Bond.

Gentlemen:

Herewith find copy of letter concerning complaint of Mitchell, Gartner & Walton, that you have not paid the now past due premium on the Construction Bond, which was approved by the Board of Directors of this District.

At the time of the approval of the Bond it was considered to be in compliance with your undertaking: Among other things considered was the fact that the execution was by Mitchell, Gartner & Walton, of Fort Worth, who were local agents for the American Surety Company of New York, both on April 1st, 1929, and on the day of the signing of the bond.

This matter had full consideration at the meeting of the Board of Directors of this District held on July 28th, 1930, and this letter is written by direction of the Board.

It was the unanimous conclusion of the Directors that you should be advised that we will much appreciate your action in promptly disposing of the matter, and giving to us advice to that effect.

Yours truly,
TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE,

BY: 

As President.

WRB:AM

July 29, 1930.

Uvalde Construction Company,
920 Santa Fe Building,
Dallas, Texas.

RE: Controversy Concerning
Premium on Construction Bond.

Gentlemen:

Herewith find copy of letter concerning complaint of Mitchell, Gartner & Walton, that you have not paid the now past due premium on the Construction Bond, which was approved by the Board of Directors of this District.

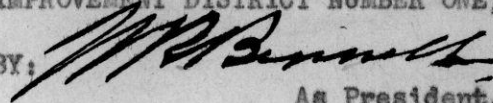
At the time of the approval of the Bond it was considered to be in compliance with your undertaking: Among other things considered was the fact that the execution was by Mitchell, Gartner & Walton, of Fort Worth, who were local agents for the American Surety Company of New York, both on April 1st, 1929, and on the day of the signing of the Bond.

This matter had full consideration at the meeting of the Board of Directors of this District held on July 28th, 1930, and this letter is written by direction of the Board.

It was the unanimous conclusion of the Directors that you should be advised that we will much appreciate your action in promptly disposing of the matter, and giving to us advice to that effect.

Yours truly,
TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE,

BY:



As President.

WRB:AM

July 29, 1930.

McKenzie Construction Company,
San Antonio, Texas.

RE: Controversy Concerning
Premium on Construction Bond.

Gentlemen:

Herewith find copy of letter concerning complaint of Mitchell, Gartner & Walton, that you have not paid the now past due premium on the Construction Bond, which was approved by the Board of Directors of this District.

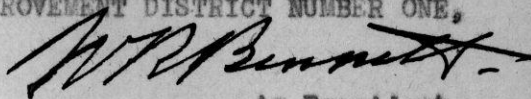
At the time of the approval of the Bond it was considered to be in compliance with your undertaking: Among other things considered was the fact that the execution was by Mitchell, Gartner & Walton, of Fort Worth, who were local agents for the American Surety Company of New York, both on April 1st, 1929, and on the day of the signing of the Bond.

This matter had full consideration at the meeting of the Board of Directors of this District held on July 28th, 1930, and this letter is written by direction of the Board.

It was the unanimous conclusion of the Directors that you should be advised that we will much appreciate your action in promptly disposing of the matter, and giving to us advice to that effect.

Yours truly,
TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE,

BY:



As President.

WRB:AM

August 1, 1930

McKenzie Construction Company,
2800 Smith-Young Tower,
San Antonio, Texas.

Attention: Mr. McKenzie.

Gentlemen:

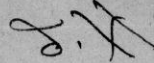
Your letter of July 31, to Mr. W. R. Bennett, as President of this District, has just been read to Mr. Bennett over the telephone. He is very glad to have the advice from you, and directs that we thank you.

For your information, the writer would desire to say that the Directors have not at any time felt that either you or the Uvalde Construction Company were responsible for the attitude taken by the Trinity Farms Construction Company.

Respectfully,

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE, .

BY:



Attorney.

IH:AM

MCKENZIE CONSTRUCTION COMPANY
AND
UVALDE CONSTRUCTION COMPANY
GENERAL CONTRACTORS

MAIN OFFICE
EAGLE MOUNTAIN
P. O. BOX 1869
FORT WORTH, TEXAS

DALLAS OFFICE
920 SANTA FE BUILDING

SAN ANTONIO OFFICE
2800 SMITH-YOUNG TOWER

SAN ANTONIO, TEXAS

July 31, 1930

Mr. W. R. Bennett, President,
Tarrant County Water Control and
Improvement District #1,
418 Capps Building,
Fort Worth, Texas.

Dear Mr. Bennett:

We are just in receipt of your letter of July 29th, with which you enclose a letter dated July 23rd from Mitchell, Gartner & Walton, in regard to the premium on construction bond covering contracts for building the Eagle Mountain and Bridgeport Dams.

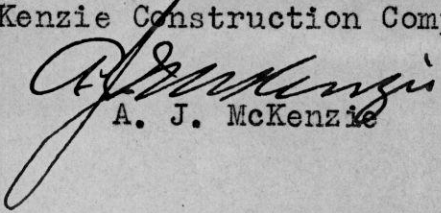
The writer was in Dallas yesterday, where he saw a similar letter that had been received by the Uvalde Construction Company. This was the first information we have had that there was any controversy in regard to our proportion of the premiums on this bond. The Uvalde Construction Company and the McKenzie Construction Company have been ready and willing at all times to pay our pro rata part of this premium and the only reason we have not paid it is because neither Mitchell, Gartner & Walton, or the surety company have ever mentioned it to us, or rendered a statement until last Saturday, the 26th, as explained in Mr. Bentley's letter of yesterday. Instructions were given last Monday to pay Mitchell, Gartner & Walton for our portion of this premium. We understand they have now received payment for that proportion of the bond due on our portion of this work covered by this contract.

In view of the efforts we exerted in trying to get this business placed with Mitchell, Gartner & Walton at the time this contract was awarded, we do not appreciate their action of presenting such a claim to the Tarrant County Water Control Board without first consulting with us. Mitchell, Gartner & Walton have no information that we have ever contested or questioned the amount of the premium on this bond or to whom it should be paid.

Yours very truly,

McKenzie Construction Company,

By


A. J. McKenzie

AJMc:K

CC - Mr. W. K. Stripling, Sec.,
W. C. Stripling Company,
Fort Worth, Texas.

Mitchell, Gartner & Walton,
Fort Worth, Texas.

J. W. MITCHELL
HERMAN GARTNER
C. H. WALTON
B. F. ALLEN, JR.
W. J. BLOUNT
V. P. BAKER
W. E. GOOCH
W. W. TAYLOR
J. MAC THOMPSON

THE SIGN OF
GOOD INSURANCE



SIXTH FLOOR
ELECTRIC BUILDING
SEVENTH AND LAMAR STREETS
FORT WORTH, TEXAS

August 1, 1930

Mr. W. R. Bennett, President,
Tarrant County Water Control &
Improvement District No. 1
418 Capps Building
Fort Worth, Texas

Dear Mr. Bennett:

We are in receipt of a copy of letter from McKenzie Construction Company, addressed to you the 31st ultimo, concerning premium on bond covering contracts for building the Eagle Mountain and Bridgeport Dams.

There is in our file a memorandum from Mr. J. D. Kirven, Vice-President of the Trinity Farm Construction Company, which reads:

"Please bill us for the entire bond
on Tarrant Co. Water District No. 1.
Thanks."

We complied with his request, assuming that such was the mutual agreement between the three Construction Companies, and it was only after Mr. Kirven stated to the writer over the telephone a short time ago that he was not going to deal with us in the matter, that the writer solicited your assistance.

Our business relations with Mr. A. J. McKenzie, of McKenzie Construction Company, have extended over a period of approximately fifteen years and have been entirely satisfactory in every respect. We have the highest regard for Mr. McKenzie and his associate, Mr. Robinson, and want you to know that anything that we have said to you with respect to the collection of the premium on bond in question was intended for Trinity Farm Construction Company and not McKenzie Construction Company.

Very truly yours,

MITCHELL, GARTNER & WALTON

By

A handwritten signature in black ink, appearing to read "J. Mac Thompson". The signature is written in a cursive style and is positioned below the typed name "J. Mac Thompson".

JMT:L

AUG - 4 1930

TRINITYFARM CONSTRUCTION COMPANY

LEVEE - DRAINAGE - IRRIGATION - DAMS

CAPITAL \$2,000,000.00

E. P. HARWELL, PRESIDENT
T. H. HARDIN, VICE PRESIDENT
J. D. KIRVEN, VICE PRESIDENT
D. K. WOODWARD, JR., VICE PRESIDENT
C. C. MIDDLETON, SECY-TREAS.



M. A. ROSE } ENGINEERS
J. C. BISSET }
W. F. JOHNSON } SUPERINTENDENTS
JESS WILSON }
R. L. CREECH }

DALLAS, TEXAS

July 31, 1930

Mr. W. R. Bennett
Fort Worth, Texas

Dear Mr. Bennett:

Replying to your letter of July 29th, we shall take the necessary steps to promptly dispose of the matter referred to in your letter.

For your information, this account did not mature until July 12, 1930, because of American Surety Company's failure to provide the contractors with their letter separating the contractor's liability on this work as between themselves, which they agreed to do before they executed the bond.

This matter of course is not one in which you are interested but merely the division of liability as between the American Surety Company and the contractors.

Thanking you, we are

Yours very truly,

TRINITYFARM CONSTRUCTION COMPANY

By:

JDK*VS

AUG - 4 1930

MCKENZIE CONSTRUCTION COMPANY
AND UVALDE CONSTRUCTION COMPANY

July 31, 1930

Mr. W. R. Bennett, President,
Tarrant County Water Control and
Improvement District #1,
418 Capps Building,
Fort Worth, Texas.

Dear Mr. Bennett:

We are just in receipt of your letter of July 29th, with which you enclose a letter dated July 23rd from Mitchell, Gartner & Walton, in regard to the premium on construction bond covering contracts for building the Eagle Mountain and Bridgeport Dams.

The writer was in Dallas yesterday, where he saw a similar letter that had been received by the Uvalde Construction Company. This was the first information we have had that there was any controversy in regard to our proportion of the premiums on this bond. The Uvalde Construction Company and the McKenzie Construction Company have been ready and willing at all times to pay our pro rata part of this premium and the only reason we have not paid it is because neither Mitchell, Gartner & Walton, or the surety company have ever mentioned it to us, or rendered a statement until last Saturday, the 26th, as explained in Mr. Bentley's letter of yesterday. Instructions were given last Monday to pay Mitchell, Gartner & Walton for our portion of this premium. We understand they have now received payment for that proportion of the bond due on our portion of this work covered by this contract.

In view of the efforts we exerted in trying to get this business placed with Mitchell, Gartner & Walton at the time this contract was awarded, we do not appreciate their action of presenting such a claim to the Tarrant County Water Control Board without first consulting with us. Mitchell, Gartner & Walton have no information that we have ever contested or questioned the amount of the premium on this bond or to whom it should be paid.

Yours very truly,

McKenzie Construction Company,

By

A. J. McKenzie

AJMc:K

CC - Mr. W. K. Stripling, Sec.,
W. C. Stripling Company,
Fort Worth, Texas.
Mitchell, Gartner & Walton,
Fort Worth, Texas.

AUG - 2 1930

August 1, 1930.

Uvalde Construction Co.,
Dallas, Texas.

Gentlemen:

This will acknowledge receipt of the carbon copy of your letter to Tarrant County Water Control and Improvement District Number One. We note that your portion of the bond premium in question will be taken care of with your August items. We wish to thank you for your cooperation in this matter.

The reason that we did not bill you in connection with your portion of the bond premium is that we were acting under instructions of the Trinityfarm Construction Company to bill them for the entire amount. We naturally supposed that this agreement was mutually satisfactory between you and Trinityfarm people.

In remitting this premium, for which we enclose statement, we will appreciate you clearing the item through this office as we stand charged with the premium on the books of the American Surety Company, and such a procedure would simplify matters in our office.

Thanking you in advance for your courtesy,
we are

Yours very truly,

MITCHELL, GARTNER & WALTON,

By

J. Mac Thompson.

JMT:V

cc/ McKenzie Const. Co.,

cc/ W. R. Bennett, Pres.,

Tarrant County Water Control & Improvement Dist. No. 1.

MCKENZIE CONSTRUCTION COMPANY
AND
UVALDE CONSTRUCTION COMPANY
GENERAL CONTRACTORS

MAIN OFFICE
EAGLE MOUNTAIN
P. O. BOX 1869
FORT WORTH, TEXAS
—
DALLAS OFFICE
920 SANTA FE BUILDING
—
SAN ANTONIO OFFICE
2800 SMITH-YOUNG TOWER

DALLAS, TEXAS
July 30, 1930.

Tarrant County Water Control & Imp. Dist. No. 1,
Fort Worth, Texas.

Gentlemen:

We have your letter of July 29th in reference to premium on construction bond, together with a copy of Mitchell, Gartner & Walton's letter dated July 23rd, in reference to the same.

Never having received a bill for the premium on this bond, we took the matter up with Mr. E. R. Gregory, General Agent for the surety company on July 25th, and asked him to render us a bill for the amount due by us. We informed him that we had always stood ready to pay this premium and would appreciate it if he would kindly bill us accordingly. This he did on July 26th and the bill will be paid promptly with other invoices payable in August.

In this connection wish to say that Mitchell, Gartner & Walton no doubt sent their invoice to Trinityfarm Construction Company, no notice or copy of which was sent to us.

Yours very truly,

UVALDE CONSTRUCTION COMPANY.

W. F. Bradley
President.

WPB-Mc

cc: Trinityfarm Construction Co.,
McKenzie Construction Company,
Mitchell, Gartner & Walton,
Mr. Sidney Samuels, First National Bank Bldg., Fort Worth, Texas.
American Surety Company

JUL 31 1930

August 5, 1930.

Mr. A. J. McKenzie,
McKenzie Construction Company,
2800 Smith-Young Tower,
San Antonio, Texas.

Dear Mr. McKenzie:

Wish to acknowledge with thanks your letter of the 31st, in reference to letter to you of the 29th, pertaining to written communication from Mitchell, Gartner & Walton, in regard to the premium on Construction Bond covering the Lakes.

We naturally are glad to hear that this matter is being straightened out and the premium is, or will be, paid promptly.

While we of course are of the opinion that the bond is in effect and will continue to be in effect regardless of the question of whether the premium has or has not been paid, we naturally would like to know that it has been paid.

Thanking you for your letter and your promptness in moving to straighten this matter out.

Sincerely yours,

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE,

BY: (Signed) W. R. Bennett
President.

WRB:AM

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

M. Kemper Post Co

(Signature or name of addressee.)

By: R. J. Sullivan

(Signature of addressee's agent.)

Date of delivery, *7-30*, 19 *30*

FORM 3811

U. S. GOVERNMENT PRINTING OFFICE: 1930

RETURN RECEIPT 210942

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

Walden Const Co

(Signature or name of addressee.)

M. M. Lee

(Signature of addressee's agent.)

Date of delivery, *7-28*, 19 *30*

FORM 3811

U. S. GOVERNMENT PRINTING OFFICE: 1930

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

211160

Impress Post Co

(Signature or name of addressee.)

V. Spiker

(Signature of addressee's agent.)

Date of delivery, *7-29*, 19 *30*

FORM 3811

U. S. GOVERNMENT PRINTING OFFICE: 1930

Post Office Department
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, \$300

REGISTERED ARTICLE

No. 1351

INSURED PARCEL

No. _____

POSTMARK OF DELIVERING
OFFICE

AND DATE OF DELIVERY

JUL 31 1930

Return to Tarrant Co. Water Control & Imp Dist #1

Street and Number,
or Post Office Box, }

(NAME OF SENDER)

418 Capps Bldg
FORT WORTH,

TEXAS.

Post Office Department
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, \$300

REGISTERED ARTICLE

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TEXAS.

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Street and Number,
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(NAME OF SENDER)

418 Capps Bldg
FORT WORTH,

TEXAS.