

they frequently get their feet wet, and are expected to wear those shoes all the time?

A. I expect that is the case.

Q. Don't you think they should be furnished with another pair of shoes?

A. I think they should have a change.

Examined by Representative Moller:

Q. If you were authorized to pay guards \$50 per month, instead of as now \$30, would that increase in expense, in your opinion, enable you to secure such guards as would justify that additional expense?

A. I think you would get a very much better character of men.

Q. Please answer my question. Would it justify, if the State was able to stand it, this additional expense?

A. I would recommend it. I have blocked out some recommendations in my office that I expect to give the committee, if they want them, and that is one of them.

Examined by Representative Gilmore:

Q. Don't you think it would add to the self-respect and dignity of guards to put them in uniforms?

A. That might be so.

Q. Would one of the benefits in paying better salaries to the guards result in less frequent changes in the force?

A. I am sure that is so; men would appreciate a \$50 job, and would try to hold it.

IMPERIAL SUGAR COMPANY CONTRACT.

STATE OF TEXAS,
County of Harris.

Know all men by these presents: That the Imperial Sugar Company, a private corporation, incorporated under and by virtue of the laws of the State of Texas, and with its place of business and general office at Sartartia, Fort Bend county, Texas, and acting herein by authority of a resolution, legally passed at a meeting of its board of directors, held on the 17th day of February, A. D. 1908, and by and through its president, and hereinafter called the "company" for convenience, and for the consideration hereinafter fully expressed to it, the company to be paid by the State of Texas, acting herein by the Board of Penitentiary Commissioners of the State of Texas, and for the use and benefit of the State of Texas, in fee simple, and hereinafter for convenience referred to and called the "board."

Have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto W. H. Gill, R. H. Hicks and J. T. Mewshaw, composing the said board, for the use and benefit of the State of Texas, in fee simple, all of the following described tracts or parcels of land, personal property, chattels, etc., to wit:

All the lands constituting, forming and being a part or parcel of what is known as the Sartartia plantation, situated in Fort Bend county, Texas, being the plantation formerly belonging to the estate of L. A. Ellis, deceased, and situated near the station of Sartartia, and containing five thousand four hundred and thirty-five (5435) acres of land, more or less, and being the same land conveyed to said Imperial Sugar Company by Mrs. Amanda M. Ellis, Mrs. Olive Graves Ellis and Leigh Ellis, by deed dated November 23, 1907, which deed is hereby referred to for description; said land is part of the Alexander Hodge and Mills M. Battle leagues and all of the Alexander Hodge labor in said Fort Bend county, Texas, on the north side of and fronting on the Brazos river; and for more definite description of said land reference is here made to the deed records of Fort Bend county, Texas, and to various deeds of conveyance to said L. A. Ellis, deceased, record thereon, as follows, to wit:

1. Deed from J. F. Dyer to L. A. Ellis, dated September 1, 1881, recorded in Book N, on pages 581 to 584, conveying 1553 acres of land, more or less.

2. Deed from E. C. Dunlavy to L. A. Ellis, dated January 5, 1882, recorded in Book O, in pages 14 and 15, conveying 366 2-3 acres of land, more or less.
 3. Deed from J. E. Williams and Rosa Williams to L. A. Ellis, dated June 9, 1884, recorded in Book Q, pages 213 and 214, conveying 465 acres of land, more or less.
 4. Deed from J. D. Freeman and wife, Rosa L. Freeman, to L. A. Ellis, dated October 16, 1882, recorded Book O, pages 511 to 513, conveying several small tracts of land, aggregating 225.67 acres, more or less.
 5. Deed from J. D. Freeman and Mrs. N. E. Nichols to L. A. Ellis, not dated, but acknowledged March 21, 1882, recorded in Book O, pages 149 and 150, conveying 33.28 acres of land, more or less.
 6. Deed from E. B. Lomax and wife, Jodie Lomax, to L. A. Ellis, dated December 13, 1883, recorded in Book P, pages 498 and 499, conveying 8 acres of land, more or less.
 7. Deed from Mrs. M. A. Secrest to L. A. Ellis, dated December 15, 1882, recorded in Book O, pages 560 and 561, conveying 58 acres of land, more or less.
 8. Deed from A. G. Secrest to L. A. Ellis, dated October 14, 1882, recorded in Book O, pages 454 et seq, conveying 88½ acres of land, more or less.
 9. Deed from J. D. Freeman and wife, Rosa L. Freeman, to L. A. Ellis, dated July 17, 1880, recorded in Book N, pages 34 et seq, conveying 2578.2 acres of land, more or less.
 10. Deed from Albert Ganaway and wife, Pauline Ganaway, to L. A. Ellis, dated February, 1893, recorded in Book Z, pages 12 to 14, conveying 6 acres of land, more or less.
 11. Deed from F. C. McNeese and wife, P. W. McNeese, to L. A. Ellis, dated September 23, 1885, recorded in Book R, pages 86 to 89, conveying 25 acres of land, more or less.
 12. Deed from Julia Murray to L. A. Ellis, dated September 8, 1880, recorded in Book S, page 41, conveying 5½ acres of land, more or less.
 13. Deed from E. A. Stansbury and husband, G. A. Stansbury et al., to L. A. Ellis, dated March 20, 1882, recorded in Book O, pages 71 and 72, conveying 354 acres of land, more or less.
 14. Deed from Mrs. E. A. Stansbury and husband and others to L. A. Ellis, dated December 19, 1882, recorded in Book Z, pages 499 et seq., conveying 200 acres of land, more or less.
 15. Deed from W. E. Freeman to L. A. Ellis, dated November 25, 1882, recorded in Book P, pages 264-266, conveying 430 acres of land, more or less.
 16. Deed from John M. Moore and wife, Lottie Moore, and N. M. Dunlavy and wife, Clara A. Dunlavy, to L. A. Ellis, dated October 5, 1885, recorded in Book R, pages 89 to 92, conveying 25 acres of land, more or less.
- There is excepted from the above described tracts, however, and not conveyed hereby the following described several tracts of land, to-wit:
- (a) A tract of land 1000 acres, part of the Mills M. Battle league, conveyed by L. A. Ellis and his wife, Amanda M. Ellis, to his daughter, Pink Owen Turner, by deed dated and acknowledged October 23, 1896, and recorded in Book 6, pages 228 to 231, deed records of Fort Bend county, Texas.
 - (b) The right of way and depot grounds conveyed by L. A. Ellis to the Galveston, Harrisburg & San Antonio Railway Company, by deed dated April 24, 1889, recorded in Book V, page 226, deed records of said county.
 - (c) A tract of land containing 213.55 acres described as follows, to-wit: Beginning at an iron pipe for corner in the line between the Ellis and Cunningham plantations, it being the line between the Williams and Hodge leagues or surveys in Fort Bend county, Texas, said beginning corner is 65 feet north of the intersection of the center line of the main track of the G. H. & S. A. Ry. with the above mentioned line between the Hodge and Williams leagues or surveys; thence south 62° 39' west 3038 feet to an iron pipe for corner, said corner being parallel with and fifty feet distance from the center line of the main track of the G. H. & S. A. Ry.; thence north 21° 56' west 2095.9 feet to an iron pipe for a corner in the center line of the main track of the Imperial Valley Railway; thence north 8° 44'

east 654 feet to an iron pipe for corner; thence north $62^{\circ} 39'$ east 3897.3 feet to an iron pipe for corner set in the line between the above mentioned Hodge and Williams surveys; thence following said line south 2945 feet to the beginning, containing within the above described boundary lines 213.55 acres, of which 13.55 acres is contained in the right of way of the main line and transfer tracks of the Imperial Valley Railroad, within the boundaries of this tract or survey.

This deed is intended to include and convey all the land forming and constituting the Imperial sugar plantation described above, whether described or referred to herein specifically by tract or not, and the aggregate acreage of the land conveyed by this instrument, exclusive of the above tracts (a), (b) and (c) excepted, is guaranteed and warranted to contain not less than five thousand two hundred and thirty-five (5235) acres of land; also all of the following described personal property, to-wit:

(a) Live stock, including hogs—139 work mules, 17 saddle horses, 134 hogs.
 (b) Tram equipments—80 tram cars, about 75 section of portable track.
 (c) Farm implements—49 cultivators, 16 disc cultivators, 115 turning plows, 6 disc plows, 35 sweep stocks, 7 stubble shavers, 5 stubble diggers, 8 middle bursters, 13 subsoilers, 5 cane scrapers, 12 cotton planters, 2 mowing machines, 30 hoes, 6 post-hole diggers, 3 rice seeders, 12 shovels, 10 spades, 20 stubble hoes, 12 briar hooks, 30 axes, 6 scrapers, 5 pitchforks, a large number of double and single trees, 150 cane knives, 60 sets plow gear, 17 cane wagons (second hand), 10 cane wagons (new), 9 road wagons, 2 good graders, 1 corn crusher, about 20 dozen trace chains for unloading cane, 6 saddles for guards, 18 wagon saddles, 3 complete derricks.

(d) Feed stuffs—ear corn about 1000 bushels, 2 large barns of crushed corn, about 50 tons of rice bran, about 200 bales alfalfa and hay, 75 bushels of field peas, about 1500 bushels of cotton seed for planting purposes; also one blacksmith and wheelwright shop and tools; also a large amount of repair material, such as clef lap-links, etc., and such other similar personalty and chattels as is on hand and used in connection with said plantation, and all machinery, improvements and buildings of every description now on the land.

To have and to hold, the above described lands and personal property, together with all and singular the rights, members, hereditaments, appurtenances and improvements to the same belonging, or in anywise incident or appertaining unto the said board, for the use of aforesaid and assigns forever; and said Imperial Sugar Company hereby binds itself, its successors and legal representatives to warrant and forever defend, all and singular the title to the above described lands, premises, improvements and personal property unto the said board and assigns for the use aforesaid, against every person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

But it is expressly stipulated, agreed and understood by and between all the parties hereto, that a vendor's lien and the superior title to all of the lands and personalty hereby conveyed is hereby retained and reserved by the company and granted by the board to secure full, complete and prompt payment of the consideration herein agreed to be paid therefor, as is hereinafter fully set forth, and to fully insure the obligations herein assumed by the board (the vendees), and upon the full payment of the said consideration, and performance of said obligations, this deed shall become absolute. The consideration agreed to be paid for said land and personal property is the amount and upon the terms and conditions following, as is evidenced by the one certain obligation in writing, for the sum of one hundred and sixty thousand (\$160,000) dollars, to bear interest from the — day of January, 1908, at 6 per cent per annum, interest payable annually, executed by said board in behalf of said penitentiary system, and duly approved by His Excellency, T. M. Campbell, Governor of the State of Texas, of even date herewith, and made payable to the Imperial Sugar Company or its order at Houston, Harris county, Texas. The full purchase price for said land and personalty is one hundred and sixty thousand (\$160,000) dollars, to be paid by said board causing to be delivered to the company, its assigns or legal representatives, as is hereinafter provided, 10 per cent gross of the annual crops of cane and cotton raised and grown upon the lands hereby conveyed; the value of said per cent of said products so delivered to the company is to be applied annually as a

credit upon the obligations given for said purchase money, first discharging and paying all accrued interest, and the balance to be applied to the reduction of such principal sums, and this method to continue until the full amount thereof has been paid, when full release thereof shall be given.

In connection with and as a part of this sale and purchase, the following covenants and agreements, by the company and the board, respectively, are made and entered into and is a part of the consideration therefor, viz.:

(a) A right of way for the tracks of the Imperial Valley Railroad Company from the sugar mill of the Imperial Sugar Company to the Brazos river in a southward direction and from said sugar mill in a northward direction toward Harlem Sugar Mill through and over the lands hereby conveyed is hereby reserved by the company and granted by the board, free of cost to said railroad company, same to be used as a right of way for railroad purposes, and to revert to the board if abandoned for such purposes, said right of way to be where selected by said railroad company and to be 100 feet wide on each side of the center line of the main track of said railroad company as constructed, such easement to be evidenced by a proper deed of conveyance of such right of way when located and designated.

(b) For the terms of ten years, including the year A. D. 1908, the purchaser (the board) agrees and binds itself to sell and deliver the annual cane crop grown on the land hereby conveyed to the Imperial Sugar Company, or its successor or assigns, f. o. b. cars at its sugar mills at Sartartia, and when the same is so delivered the company agrees to purchase the same and to pay therefor a minimum price of \$3 per ton on a 79 per cent purity test, and as much more as the test shall indicate, at the rate of 10 cents per ton for each degree or point over and above 79 per cent test, and plus also such additional price per ton as the advance price of sugar at New Orleans, Louisiana, shall indicate or justify from time to time. This agreement, sale and purchase having been made on a basis of the price of sugar at New Orleans, Louisiana, on January 24, 1908. Such cane shall be delivered by the purchaser at proper times and in proper quantities, so as to facilitate the operation of the company's mill, when the company is grinding the cane of the purchaser, and the company agrees to make and receive daily, during the grinding season, from the purchaser a reasonable quantity of cane so as to facilitate the harvesting of the crop, each party looking, not only to its own interest in this respect, but to their mutual interest. The vendee may, however, require the company to accept a daily average of 500 tons of cane from the beginning of delivery until the close of the season, but shall not compel the company to receive a greater daily average. The cane to be delivered under the provisions hereof shall be in good marketable condition, and reasonably clean of fodder and trash; that is to say, in such condition as cane is usually and customarily accepted by mills generally in this section, and shall be topped or cut no higher than the last full red joint. In loading cane for the mill on cars, the chains shall be properly placed in the cars, and if any cars are delivered without such chains properly placed, the company will have the right to charge against such cane the reasonable additional cost of handling the same, and if any cane, not meeting the above requirements, as to marketable condition, is accepted, a reasonable deduction shall be made and allowed thereon, so as to bring it to the proper standard.

(c) It is understood and agreed that settlement for cane delivered will be made by the company on the 10th day of the month following the date of each delivery in the preceding month, but interest on these deferred settlements shall be offset against the interest due the company at a like rate.

(d) The company obligates itself, each year for ten years, if desired by the board, or until the property hereby conveyed has been paid for, to furnish to the board for the purpose of financing the crop to be grown upon said premises the sum of twenty-five thousand (\$25,000) dollars per annum, or, if the board shall require it, such an amount in excess of twenty-five thousand (\$25,000) dollars per annum as may be needed to the extent and not exceeding the sum of fifty thousand (\$50,000) dollars per annum, such money to be furnished as needed, and from the time furnished to bear interest at the rate of 6 per cent per annum until paid. Such advance for the purpose of financing such crops are to be paid to the company, principal and in-

terest, from the proceeds of the annual crop raised on said premises, and to secure the payment thereof priority of payment over all other indebtedness is hereby fixed against the portion of the crop which will belong to the State.

(e) Before any payment of any part of the purchase money herein agreed to be paid has been paid, the company agrees and binds itself to furnish to the board a complete abstract of title to all the lands hereby conveyed, brought down to date of this conveyance, showing good title to all of said lands and showing that there exists no incumbrances whatever upon the same or any part thereof.

(f) From and after the delivery of this conveyance, and including the year 1908, the company shall be relieved from the payment of any taxes, State or county, that may be assessed against all or any part of said property hereby conveyed, real and personal.

(g) It shall be the duty of the State, acting through its board aforesaid, to maintain on said plantation at all times at least 2250 acres in good cane stubble, and to keep and maintain the personal property hereby conveyed and the improvements on the real estate in approximately as good condition as they are when delivered to the board. Under the provisions of this conveyance, and this provision with reference to the maintenance of said property, shall apply to the quantity as well as the quality of all such personal property, and shall continue in force until at least 50 per cent of the purchase money has been paid, including all interest.

(h) At any time during the said ten years in which the State is to deliver the cane crop to the company, the State shall have the exclusive right to purchase the sugar mill and appurtenances, buildings and improvements, and the lands upon which they are situated, and other improvements used in connection therewith and appertaining thereto, and the price to be paid therefor, if such option is exercised, shall be such as is determined by the board of arbitration to be raised in the manner following:

At the time that the State gives notice of its purpose to purchase the same, the Penitentiary Board shall name one arbitrator and the Imperial Sugar Company shall name another, and these two shall select a third, and the three arbitrators thus selected shall carefully examine, inspect and value the said property and determine what it would then cost to construct and rebuild the same out of new material, so as to reach its then present capacity and efficiency, and shall then determine the proper and equitable amount which should be deducted from depreciation and value between the then present condition of the plant and such new plant, and deducting the depreciation from the cost of reconstruction, and the amount thus shown shall be the amount which the State shall pay for the property, if it should exercise the option to buy the same hereby given.

(i) The company reserves the right to use the waters of Oyster Creek for the purpose of operating its mill, and reserves the right to construct a dam or dams across said creek for the purpose of storing water, and reserves the right to use such proper rights of way and easements as may be necessary reasonably to appropriate such water, but the water shall not be raised so as to affect any tillable land of the vendee. The company reserves the roadway or easement from its mill to Sugarland and to Sartartia station on the G., H. & S. A. Ry.

(j) The company will join with the Penitentiary Board in securing from the Railroad Commission of Texas as low a transportation or switch rate for transporting and switching cars used in delivering cane to the mill as the Commission can be induced to allow; and the company will, if possible, induce the Imperial Valley Railroad Company to deliver the cars to the mill from where they are loaded with cane for its mill anywhere upon the farm hereby agreed to be sold, at the rate of \$1.50 per car.

(k) By the term "delivery to the mill" as used in connection with the provision for carrying and handling cane, is meant delivery to the company at the point where it is customary for the company to receive cane cars with mule power when hauling on tram cars, or where it is customary to receive railroad cars when hauled by that method; and the company agrees to accept the cane thus transported at such points and to take it into the mill with its own power over its yards, switches and terminals.

(l) The board reserves, however, the right to retain for replanting and extension of acreage from the cane crop grown upon said premises, such reasonable amount of cane as may be necessary for that purpose, and is relieved from the obligation to sell said seed cane, under the provisions of this instrument.

(m) This sale, although the same is not enumerated above, carries with it, without cost to the board, all seed cane now on hand for the purpose of planting or replanting the cane crop for 1908.

(n) The board will pay, independent of the consideration herein agreed to be paid to the company, for all such new farm implements as have been placed upon the plantation since the making of the inventory of personal property hereinabove enumerated, at the cost thereof.

(o) The company undertakes and binds itself to procure from the Imperial Valley Railroad Company a perpetual permit to make and use portable tram crossings over and across its tracks and to maintain and use the loading cranes now established and in use on the premises, and to perpetually maintain the same, but such crossings are to be used so as not to interfere with or endanger the use of the railroad track by the said railroad company or to endanger its engines and cars operated thereon.

(p) If the State's agent and representatives so desire, they may appoint and have present at the weighing and testing of cane and its products, a person of the State's own selection to inspect and verify such weighing and testing; and the vendor obligates itself to maintain and furnish at all times suitable scales and testing apparatus in first-class condition.

In witness whereof the Imperial Sugar Company has caused its corporate name to be hereto signed by its president, and has caused its corporate seal to be hereto affixed, and has caused these presents to be attested by its secretary, for the purpose of making this the act and deed of the said Imperial Sugar Company, this the 17th day of February, A. D. 1908.

IMPERIAL SUGAR COMPANY.
By D. W. Kempner, President.

Attest:
Gus Ulrich, Acting Secretary.

STATE OF TEXAS,
County of Galveston.

Before me, a notary public in and for Galveston county, Texas, on this day personally appeared D. W. Kempner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledging to me that he had executed the same for the purpose and consideration therein expressed, and in the capacity therein stated, and for the purpose of making it the act and deed of Imperial Sugar Company.

Given under my hand and seal of office this the 18th day of February, A. D. 1908.

(Seal)

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Notary Public in and for Texas.